

26. The difference from time to time remaining between the unpaid principal balance of the Note secured hereby and the unpaid principal balance of the Carteret Note is referred to herein as the "Mortgagee's Equity". At such time as the Mortgagee's Equity becomes zero, the Note secured hereby shall be deemed paid in full and the Mortgagee shall cause any security interest it retains in the Property to be released or reconveyed.

27. The provisions incorporated herein to the contrary notwithstanding, any demand or claim hereunder by Mortgagee shall be only in the aggregate of the following as they may be from time to time:

- (a) Mortgagee's Equity;
- (b) Interest accrued on the Note secured hereby;
- (c) Any other amounts which Mortgagor is required to pay hereunder or under the Note secured hereby and has failed to pay at such time; and
- (d) Foreclosure costs incurred hereunder or under this Mortgage, including reasonable attorney's fees.

28. Any notice or demand desired to be given hereunder shall be sent to the addressee at the appropriate address set forth below:

To Mortgagee: CFC 79 Partnership D
c/o Clark Financial Corporaton
4535 South 2300 East
Salt Lake City, Utah 84117

With a copy to: Richard L. Blanck
Prince, Yeates & Geldzahler
424 East 500 South, Suite 300
Salt Lake City, Utah 84111

To Mortgagor: Twin Court Realty Limited
Partnership
c/o Radice Equities
405 Lexington Avenue
New York, New York 10022

With a copy to: Mitchell Fenton
Finley, Kumble, Wagner, Heine
Underberg, Manley & Casey
425 Park Avenue
New York, New York 10022

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