

principal, accrued interest and other charges on the Underlying Obligations including the repurchase option price, if any, for the land contained in any land lease described in Paragraph C above.

G. This Note and the Security Instrument shall be held by First Pennsylvania Bank N.A. (the "Bank") as agent of Payee, under a Collection Agreement pursuant to which Maker shall make all payments required hereunder to the Bank, and from which payments the Bank will first discharge the Underlying Obligations in accordance with their terms and thereafter remit the balance thereof to Payee. Payments made by Maker to the Bank shall be sufficient discharge of Maker's obligations hereunder. Such payments shall constitute trust funds for the benefit first of the holders of the Underlying Obligations and thereafter for the benefit of Payee and shall not constitute part of the Bank's general assets. All payments so made to the holder of the Underlying Obligations shall be credited against principal and interest thereunder in accordance with the terms thereof and deducted from amounts due Payee hereunder, and the remaining payments to Payee hereunder shall be applied to principal and interest upon the equity of the Payee hereunder as described in Paragraph F above, in accordance with the payment provisions hereof.

H. Maker hereby reserves the privilege to prepay principal on this Note, in whole or in part at any time or from time to time, without penalty or premium, except such penalty or premium as may be required by the applicable provisions of the Underlying Obligations with respect to that