

E. The provisions of this Paragraph E relating to subordination of the lien of this security instrument under certain conditions shall be applicable only for so long as the Grantor of this Deed of Trust shall be the owner of the Property and not thereafter. The secured party shall from time to time subordinate the lien of this security instrument to any trust deed, mortgage, or other security instrument securing any new loan or replacement, modification or extension of the Underlying Obligations (which refinancing is referred to herein as a "New Mortgage") which complies with the following terms and conditions:

1. The aggregate annualized periodic debt service payments required by the New Mortgage and any existing Underlying Obligations remaining after such New Mortgage is placed shall not exceed the annualized periodic debt service payments required by all Underlying Obligations prior to such New Mortgage.

2. The New Mortgage shall be made by an institutional lender, that is a lender which as one of its primary business functions makes first mortgage loans secured by commercial and multi-family residential real estate. Such New Mortgage will be on terms not less favorable than those then generally available from institutional lenders with net assets over \$20,000,000.

3. The New Mortgage shall be fully amortizing in equal periodic payments over a term of not more than 25 years. No balloon payment (that is a payment larger than the equal periodic payments required by the amortization schedule) shall be due prior to 20 years from the date of the New

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