

thereof, or (c) reduce the payment of the rent thereunder, or (d) modify any of said leases, or (e) accept any prepayment of rent therein (except any amount which may be required to be prepaid by the terms of any such lease) without first obtaining, on each occasion, the written approval of the Mortgagee.

14. To faithfully keep and perform all of the obligations of the landlord under all of the leases now or hereafter assigned to the Mortgagee pursuant to Paragraph (12) above and not to permit to accrue to any tenant under any such lease any right to prepaid rent pursuant to the terms of any lease other than the usual prepayment of rent as would result from the acceptance of the first day of each month of the rent for the ensuing month, according to the terms of the various leases.

15. To operate such property at all times as an apartment house complex and not to acquire any fixtures or apparatus covered by this Mortgage subject to any security interest or other charge of lien taking precedence over this Mortgage.

16. That in the event the ownership of the mortgaged premises or any part thereof becomes vested in a person other than the Mortgagor, the Mortgagee may deal with such successor or successors in interest with reference to this Mortgage and the debt hereby secured in the same manner as with the Mortgagor, without in any manner vitiating or discharging the Mortgagor liability hereunder, or upon the debt hereby secured.

17. That the Mortgagor shall pay to said Mortgagee, its legal representatives and assigns, a reasonable attorney's fee, in addition to all other legal costs, as often as any proceeding is taken to foreclose this Mortgage for default in any of its terms, covenants or agreements, which shall be an additional lien on said premises.

18. Except with respect to the \$200,000 note and the notes assigned to secure that note, anything herein contained to the contrary notwithstanding, it is expressly understood and agreed that in any action or proceeding brought on this Mortgage or on the note secured by this Mortgage, no deficiency judgment shall be sought or obtained against the Mortgagor and that the Mortgagee shall look solely to the mortgaged premises, which are the subject of the note secured by this Mortgage and any other security given for the payment of the note or in the enforcement of the provisions of this Mortgage or said note or any other instrument securing the note. Except with respect to the \$200,000 note and the notes assigned to secure that note, the Mortgagor is not personally liable under the Mortgage and the Mortgagor shall look only to the real estate mortgaged hereby.

19. Mortgagor shall have the right to substitute collateral, on written approval by Mortgagee, if Mortgagor assumes the obligations and conditions of the prior mortgages and provides suitable additional substitute collateral (i.e., cash deposited into savings and loan account in Aurora, Illinois, equal to the difference between the underlying first mortgage, as subsequently amended at any time, and this wrap-around mortgage, which account shall be pledged to Mortgagee as security for the note).

20. Mortgagor agrees that Mortgagee, subject to the provisions of any prior mortgages and approvals required therein, has the right to refinance the existing first mortgage (held by First Federal Savings and Loan Association of Greenville, South Carolina) provided that under the terms of the refinancing the scheduled payments due from the Mortgagee to the