

MORTGAGEES HEREBY COVENANTS AND AGREES WITH MORTGAGOR AS

FOLLOWS:

28. So long as (a) Mortgagor shall not be in default under the terms and provisions of the Notes or this Mortgage, and (b) Mortgagor shall comply in all respects with each and every one of the terms, provisions, and conditions of the Prior Mortgage other than those which apply to the payments of principal and interest due after the date hereof, Mortgagees shall pay the indebtedness and the interest accruing thereon as that indebtedness and interest shall become due.

29. Should Mortgagees default in making any required payment on the debt service under the Prior Mortgage, Mortgagor shall have the right to advance the funds necessary to cure such default and all funds so advanced by Mortgagor together with interest thereon at the rate of 18% per year shall be credited against the next installment of interest and principal due under the Notes secured by this Mortgage.

30. Mortgagees hereby consent to permit a transfer or transfers which shall be completed within sixty (60) days of the execution of this mortgage by Mortgagor to an entity or entities in which it remains as a general partner. Mortgagees also consent to a subsequent transfer of the 17.18 acre tract (excluding the improvements thereon) by one of the aforesaid entities to the other of said entities. Thereafter on any transfer by Mortgagor or its designee partnership, to a third party, Mortgagees shall be entitled to a transfer fee of two points on its "pure equity" in Wrap Mortgage, which "pure equity" shall be defined as the then outstanding principal balance of this Wrap Mortgage less the outstanding balance of the underlying loan to The Equitable Life Assurance Society as of July 31, 1981 which amount is \$3,376,933.00. In addition to said transfer fee, Mortgagees may modify the interest rate by increasing it one (1) percentage point on the "pure equity" as defined above. On any subsequent transfer of all or any part of the property described herein without the prior written consent of the Mortgagees by deed, Bond for Title, lease for terms of years, or any other means, Mortgagees may declare all of the sums secured by the mortgage to be immediately due and payable without prior notice to the Mortgagor, or upon application to transfer property, Mortgagees may at their option

