

rather than the face amount of the Purchase Money Mortgage, it being acknowledged that the Purchase Money Mortgage is of the "all-inclusive" or "wrap-around" variety, the face amount of which includes indebtedness represented by underlying encumbrances; SUBJECT TO (i) all real property taxes, bonds and/or assessments, whether current or delinquent as of the Closing Date; (ii) the Purchase Money Mortgage; ~~(iii) with respect to said Guarantor's policy, an exception providing that you give no assurance as to the status or validity of Buyer as a limited partnership; (iv) with respect to said Mortgagee's policy, an exception providing that you give no assurance as to any cross-collateralization provisions in the Purchase Money Mortgage;~~ and (v) all other matters and Exceptions to title set forth in your Preliminary Title Report, Title Binder or Title Commitment No. 01730 dated as of August 12, 1974, (the "Preliminary Title Report") EXCEPT the following items, if any, to be deleted or modified by endorsement (if None say "None"): Special Exceptions 3 (f), ~~g~~, (h) and (i).

Provided, however, Buyer shall take subject to the following additional items: A mortgage recorded concurrently herewith ~~from Walter J. Kaccuba~~ to John Hancock Mutual Life Insurance Company securing a promissory note in the original principal amount of \$1,163,643.00.

3. You shall not be concerned with prorations of property taxes, interest, rent, insurance or other obligations, all of which will be handled between Seller and Buyer outside of escrow pursuant to order of the Court in the Proceedings.

4.