

interest, if and when due, required under the existing Mortgage Note and Mortgage of Real Estate on the Premises to be conveyed by Seller to New York Life Insurance Company, whose principal place of business is 551 Madison Avenue, New York, New York, 10010, in the principal amount of \$ 1,800,000.00, dated September 15, 1978, having monthly payments of \$ 16,779.00 at an annual interest rate of 9.5% (herein referred to as the New York Life Note and Mortgage). If Seller fails to pay any installment when due or is otherwise in default under the Mortgage, the Buyer shall have the right to pay the installment or cure the default and offset any amounts thus expended against the next installment payment coming due to Seller. Provided, however, Seller agrees that he will, at the request of the Buyer, establish a checking account, giving Buyer or his designee power to issue checks therefrom for the sole purpose of making the monthly payments, taxes and insurance concerning the subject property. If said account is established, the obligation for said monthly payments shall be the Buyer's and the Seller is excused therefrom.

(b) It is understood and recognized by both parties to this Agreement that the New York Mortgage provided, in part as follows:

"13. Should the Mortgaged Property at any time be or become subject to the lien of any mortgage in connection with which payments on account of the indebtedness secured hereby are to be made directly or indirectly by or through the mortgagee or beneficiary hereunder, regardless of whether or not payment of the indebtedness secured hereby is