

Provided always, nevertheless, and it is the true intent and meaning of the parties to these Presents, that if the said Mortgagor does and shall well and truly pay, or cause to be paid, unto the said Mortgagee, Heirs and Assigns the sum of money aforesaid, with interest thereon, if any shall be due, according to the true intent and meaning of the said Note and Condition thereunder written, then this Deed of Bargain and Sale shall cease, determine, and be utterly null and void; otherwise it shall remain in full force and virtue.

And it is agreed, by and between the said parties, that the said Mortgagor is to hold and enjoy the said premises until default of payment shall be made.

The name "First Pennsylvania Mortgage Trust" refers to the Trustees (as Trustees but not individually) under a Declaration of Trust dated as of March 31, 1970, as amended, to which reference is hereby made (and a copy of which is on file with the Secretary of the Commonwealth of Massachusetts) and, as provided therein, no Trustee, officer, agent or shareholder of said Trust shall be held to any personal liability in connection with any obligation entered into or incurred on behalf of said Trust, and any person dealing with said Trust shall look solely to the Trust Estate for the payment of any claim or for the performance of any obligation thereof.

The name "Summit Properties" refers to the Trustees (as Trustees but not individually) under a