

to purchase the Note and this Mortgage for the outstanding principal amount thereof disbursed by the Mortgagee, plus accrued interest, but not in excess of Three Million Three Hundred Sixty Thousand and 00/100 (\$3,360,000.00) Dollars.

The Mortgagor agrees to fully comply with all of the terms, conditions and requirements of this Mortgage and of the Commitment, the Building Loan Agreement and the Buy-Sell Agreement prior to August 1, 1974, or prior to any applicable extended expiration date of the Building Loan Agreement, to enable the Mortgagee, on or before said date, to consummate the sale and assignment of this Mortgage and said Note to Kohn.

All advances and indebtedness from time to time arising and accruing under the Building Loan Agreement shall be secured by this Mortgage, and any Event of Default, as stated therein, shall constitute a default under this Mortgage, entitling the Mortgagee to all of the rights and remedies conferred by the terms of the Building Loan Agreement or this Mortgage or by law or, by equity, as in the case of any other default hereunder. All of the rights may be enforced concurrently or successively. From and after purchase of the Note by Kohn, the provisions of this paragraph shall no longer be effective and the Building Loan Agreement shall no longer constitute a part or be secured by this Mortgage, and no defenses, offsets, or counterclaims available to the Mortgagor, if any, or its successors or assigns, arising