

(b) Mortgage Note of even date herewith in the principal sum of \$ 193,690.00, made by Nalley Commercial Properties, Inc., payable to the order of Citizens Mortgage Investment Trust; secured by a Mortgage Deed of even date therewith, to be recorded simultaneously herewith in various counties of the State of Florida and constituting a second lien upon the real property more particularly described in said Mortgage Deed.

(which said Deed of Trust Note and Deed of Trust and Mortgage Note and Mortgage Deed are hereinafter collectively called "concurrent Notes and Mortgages") and it is therefore hereby understood, covenanted and agreed as follows:

(a) That the uses and trusts in and upon and for which the premises described in the within Mortgage have been conveyed shall be deemed to include and to provide security, upon the same terms, covenants and conditions, equally and proportionately, for the payment of the indebtedness evidenced and secured by the said concurrent Notes and Mortgages without preference, priority or distinction as to the lien or otherwise as among the concurrent Notes and said Note secured hereby (hereinafter collectively called "said three Notes");

(b) That upon default in the payment of any installments of principal and/or interest when due or in the performance of any of the terms, covenants or conditions contained in the said concurrent Notes and Mortgages, the indebtedness secured hereby, at the option of the holder of the said Note secured hereby, shall become immediately due and payable and a right of action therefor, as in the within Mortgage provided, shall at once exist;

(c) That in the event of simultaneous foreclosure under the concurrent Mortgages and the within Mortgage (hereinafter collectively called "said three Mortgages") and all said three Notes are held by the same person, firm or corporation, to the extent permitted by law, Mortgagor agrees that any right of redemption in the said premises described herein shall be exercised only jointly with the Mortgagors and Party of the First Part under said concurrent Mortgages and only in respect to all of the properties described in each of the said three Mortgages;

(d) That in the event of a simultaneous foreclosure under all said three Mortgages and all said three Notes are held by the same person, firm or corporation to the extent permitted by law, Mortgagor, for itself, successors and assigns, does hereby waive any equitable right otherwise available in respect to the marshalling of assets which would require the separate sales of the respective properties described in all said three Mortgages or which would require the holder of all said three Notes to exhaust their respective remedies, first as against any one or all of the properties described in the said concurrent Mortgages before proceeding against the property described herein, and Mortgagor for itself, successors and assigns does hereby expressly consent to and authorize, at the option of the holder of all said three Notes the sale of the property described herein, either separately or together with one or all of the properties described in said concurrent Mortgages.

36. Mortgagor shall not, without the prior written consent of Mortgagee: