

EXHIBIT "B" TO MORTGAGE

1. This is a wrap-around mortgage and is subject and subordinate to, and includes, the "Existing Encumbrance". As used herein, "Existing Encumbrance" means that certain mortgage dated November 20, 1973 executed by First Hartford Realty Corporation, as mortgagor, in favor of The Chase Manhattan Bank, N.A., as mortgagee, which secures a certain promissory note ("Existing Note") of said mortgagor in favor of said mortgagee in the original principal amount of \$3,150,000. As used herein, "Said Premises" means the land and improvements subject to this Mortgage. The promissory note in the original principal amount of \$2,615,000 secured by this Mortgage is herein called "Purchase Price Note".

2. This Mortgage is given pursuant to the terms of that certain agreement ("Sale Agreement") between First Hartford Realty Corporation ("First Hartford") and Carlyle Real Estate Limited Partnership-73 ("Carlyle") providing for, among other things, the purchase of Said Premises by Mortgagor, and the construction, completion and providing by First Hartford of a certain apartment complex and other structures and certain fixtures, furniture and equipment ("Apartment Structures") as therein provided.

3. Notwithstanding any other provision hereof, the Mortgagee hereof may cause the amount of the loans secured by the Existing Encumbrance to be increased above the amounts hereinabove set forth (viz., \$3,150,000) provided the following conditions are fulfilled: (a) such increases are on the same terms and conditions and for the same purposes and subject to the same limitations as the other loans secured by the Existing Encumbrance; (b) at the time of the first such increase with respect to the Existing Encumbrance, and at all times thereafter, the aggregate principal amount of the loans secured by the Existing Encumbrance (including such increases) shall be no greater than the amount of the "Take-Out Commitments"; and (c) at the time of each such increase, the Mortgagee of the Existing Encumbrance delivers to the Mortgagor hereof an agreement, in form reasonably satisfactory to the Mortgagor hereof, to the effect that Said Premises will be released from the lien of the Existing Encumbrance (including such increase) when an aggregate of \$2,400,000 shall have been paid against the principal of the notes secured by the Existing Encumbrance. As used in this paragraph 3, "Take-Out Commitments" means binding take-out commitments in favor of the Mortgagee hereof committing the issuer of such commitments, for the entire period from the date of such commitment or commitments through the maturity date or dates of the loans secured by the Existing Encumbrance to a loan or loans in an amount sufficient to satisfy and discharge all such loans secured by the Existing Encumbrance (including such increases). Each of the Take-Out Commitments must comply with the

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