

thereof, and (ii) all other sums, if any, specified in the note this mortgage secures and (iii) all preference payments to which the Limited Partners of the mortgagor may now or hereafter be entitled as provided in the Limited Partnership Agreement and all amendments thereto. This subordination paragraph shall be self-operative and no further instrument of subordination shall be required from any holder of this mortgage. In confirmation of such subordination, the mortgagee, for itself and its successors and assigns, if requested by any owner of the premises or any portion thereof or any holder of a leasehold estate in said premises, shall promptly execute and deliver at its and/or their own cost and expense an instrument in recordable form evidencing the subordination herein set forth. Mortgagee for itself and its successors and assigns and every holder of this mortgage hereby constitutes and appoints the owner of the premises or any portion thereof or any holder of a leasehold estate in said premises, attorney in fact to execute any such instrument and confirmation of subordination for and on behalf of the present and all future holders of this mortgage.

15. This mortgage is being executed and delivered by the mortgagor upon the condition that the mortgagee and its successors and assigns and any holder of this mortgage does hereby agree to look solely to the premises covered by this mortgage for the satisfaction of the sums secured thereby, and that in any action, (i) to foreclose this mortgage, or (ii) to recover any deficiency on the note which this mortgage secures, or (iii) on this mortgage, or (iv) on the note this mortgage secures, the mortgagee or any holder of this mortgage or any holder of such note shall not enter any deficiency judgment against the mortgagor or the maker of such note or any principal, disclosed or undisclosed, and the mortgagee or any holder of this mortgage or of such note shall not enter or enforce any judgment thereof against the maker of such note or the mortgagor or any principal of such maker or mortgagor, disclosed or undisclosed. Anything contained herein to the contrary notwithstanding, mortgagee may not assign this mortgage without the written consent of the mortgagor.

16. The mortgagor shall have the right at any time hereafter or from time to time to prepay this mortgage in whole or in part, without penalty or premium, upon giving the mortgagee 10 days' prior written notice of its intention to so do.

17. If the mortgagor fails to pay any installment of principal or interest on any prior mortgage when the same becomes due, the mortgagee may pay the same, and the mortgagor on demand will repay the amount so paid with interest thereon at the legal rate and the same shall be added to the mortgage indebtedness and be secured by this mortgage.