

Notwithstanding anything in paragraphs 13 or 14 herein to the contrary, so long as Lincoln-Willowick Greenville Associates or any other entity in which Trammell Crow and/or Mack Pogue is a principal having management authority is the owner of the Property and so long as the Property is covered by a blanket insurance policy or policies in compliance with paragraph 5 hereof, Mortgagee waives its requirement as to insurance premium escrow.

14. If the total of the payments made by the Mortgagor for taxes, assessments, insurance premiums or any other liens shall exceed the amount of the payments actually made for taxes, assessments, insurance premiums or any other liens as the case may be, such excess shall be credited on subsequent payments of the same nature to be made by the Mortgagor. If, however, said monthly payments made by the Mortgagor shall not be sufficient to pay taxes and assessments (including penalties or interest) and insurance premiums when the same shall become due and payable, then, within ten (10) days after demand therefor Mortgagor shall pay to Mortgagee or Mortgagee's designated agent any amount necessary to make up the deficiency, on or before the date when payment of such taxes and assessments or insurance premiums shall be due. If at any time the Mortgagor shall tender in accordance with the provisions of this Mortgage, full payment of the entire Indebtedness, Mortgagor shall be credited with any balance remaining in such funds accumulated for the payment of taxes, assessments and insurance premiums. If an Event of Default shall occur under this Mortgage, Mortgagee shall be, and hereby is authorized and empowered to apply, the balance then remaining in the funds accumulated for taxes and assessments and insurance premiums against