

43. The Mortgagor acknowledges that any payments made by it in partial or complete discharge of the Indebtedness to any entity other than the Mortgagee or to an agent designated in writing by Mortgagee shall constitute a payment to the Mortgagor's agent and not to the Mortgagee or its agent. Until said payment is actually in the possession of the Mortgagee, or its designated agent, said payment shall be deemed not to have been properly made, and Mortgagee shall not be required to request a reconveyance or to release or discharge the Mortgage in satisfaction of the obligation pursuant to the provisions of this Mortgage and Note until such defect in payment is cured.

44. In case of proceedings by or against the Mortgagor in insolvency or bankruptcy or any proceedings for its reorganization or involving the liquidation of its assets, then and in such case Mortgagee shall be entitled to prove the whole amount of unpaid Indebtedness then outstanding, and all other payments, charges and costs due under this Mortgage, without deducting therefrom any proceeds obtained from the sale of the whole or any part of the Property, provided, however, that in no case shall Mortgagee receive a greater amount than such principal and interest and such other payments, charges and costs from the aggregate amount of the proceeds of the sale of the Property.

45. While any Event of Default exists, the Note shall accrue additional interest on the principal balance of the Note then outstanding at the rate representing the difference between the rate, as aforesaid, and ten per centum (10%) per annum or the highest legal rate permitted by law, whichever is less, provided that any additional interest which has accrued shall be paid at the time of and as a condition precedent to the curing of any Event of Default.

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