

(e) "Mortgaged Property" includes all property, real, personal, or mixed covered by the mortgage or mortgages securing the note endorsed for insurance or held by the Commissioner.

(f) "Project" includes the mortgaged property and all its other assets of whatsoever nature or character, site, date, used in or owned by the business conducted on said mortgaged property, which business is to provide housing and other such activities as are incidental thereto.

(g) "Surplus Cash" means any cash remaining after

(1) the payment of

- (i) All sums due or currently required to be paid under the terms of any mortgage or note insured or held by the Federal Housing Commissioner.
- (ii) All amounts required to be deposited in the reserve fund for replacements.
- (iii) All obligations of the project other than the mortgage insured or held by the Commissioner unless funds for payment are set aside or deferment of payment has been approved by the Commissioner.
- (iv) Remittances due to the Commissioner as required by Paragraph 4(a), and

(2) the segregation of

- (i) An amount equal to the aggregate of all special funds required to be maintained by the project.
- (ii) All tenant security deposits held.
- (iii) That portion of rentals which must be remitted to the Commissioner in accordance with Paragraph 4(b), but not yet due.

(h) "Residual Receipts" means any cash remaining at the end of a semiannual or annual fiscal period after deducting from surplus cash the amount of all distributions as that term is defined below and as limited by Paragraph 6(e) hereof;

(i) "Family" means (1) two or more persons related by blood, marriage, or operation of law, who occupy the same unit; (2) a handicapped person who has a physical impairment which is expected to be of long continued and indefinite duration, substantially impedes his ability to live independently, and is of such a nature that his ability to live independently could be improved by more suitable housing conditions; (3) a single person, 62 years of age or older; or (4) a single person less than 62 years of age provided that occupancy by such persons is limited to 10% of the dwelling units in the project.

(j) "Distribution" means any withdrawal or taking of cash or any assets of the project, including the segregation of cash or assets for subsequent withdrawal within the limitations of Paragraph 6(e) hereof, and excluding payment for reasonable expenses incident to the operation and maintenance of the project;

(k) "Income" means the gross annual income of the family from all sources before taxes and withholding, after giving effect to exclusions allowed by the Commissioner;

(l) "Default" means a default declared by the Commissioner when a violation of this Agreement is not corrected to his satisfaction within the time allowed by this Agreement or such further time as may be allowed by the Commissioner after written notice.

14. This instrument shall bind, and the benefits shall inure to, the respective Owners, their heirs, legal representatives, executors, administrators, successors in office or interest, and assigns, and to the Commissioner and his successors so long as the contract of mortgage insurance continues in effect, and during such further time as the Commissioner shall be the owner, holder, or reinsurer of the mortgage, or obligated to reinsure the mortgage.

15. Owners warrant that they have not, and will not, execute any other agreement with provisions contradictory of, or in opposition to, the provisions hereof, and that, in any event, the requirements of this Agreement are paramount and controlling as to the rights and obligations set forth and supersede any other requirements in conflict therewith.

16. The invalidity of any clause, part or provision of this Agreement shall not effect the validity of the remaining portions thereof.

17. The following Owners **McBee Apartments, A Limited Partnership and each partner individually; the partners are T. G. Daniel, Jr., & Ohio Construction and Engineering, Inc.** do not assume personal liability for payments due under the note and mortgage, to the reserve for replacements, or for matters not under their control, except

(a) for funds or property of the project coming into their hands which, by the provisions hereof, they are not entitled to retain, and

(b) for their own acts and deeds or acts and deeds of others which they have authorized in violation of the provisions hereof.

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