

(iii) Mortgagee shall not be required and Mortgagee agrees that it will not, make any prepayments of principal or of interest under the Consolidated First Mortgage or the Second Mortgage unless Mortgagor shall first consent in writing thereto.

Mortgagor covenants and agrees not to exercise any right or privilege of prepayment of the Consolidated First Mortgage and agrees not to enter into any agreement with the holder of the Consolidated First Mortgage modifying or amending any of the provisions dealing with the payment of principal or interest thereunder without the prior written consent of Mortgagee thereto.

Mortgagee agrees to promptly remit any sums required to be paid to the holder of the Consolidated First Mortgage and the Second Mortgage so paid to Mortgagee by Mortgagor in payment of such sums due under such Consolidated First Mortgage and Second Mortgage.

In the event the unpaid principal balance of the Consolidated First Mortgage is reduced by the holder of said Mortgage applying insurance proceeds in reduction thereof or by prepayments made by Mortgagor with the prior written consent of Mortgagee so that Mortgagee's obligation hereunder to pay to the holders of the Consolidated First Mortgage, the unpaid principal balance of such Mortgage as hereinbefore provided is similarly reduced, then and in such event, Mortgagee agrees that Mortgagor's obligation to pay the total indebtedness to Mortgagee hereunder, shall be likewise reduced by an equivalent amount, provided, however, that Mortgagor shall first have furnished Mortgagee with adequate evidence and written assurance that such prepayments have been made; such equivalent amount to be deducted from the

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