

Provided, always nevertheless, that nothing herein contained shall in anywise affect, alter or diminish the lien or incumbrance of other Mortgages and other collateral or the remedies at law for recovering thereout or against the said Summit Properties, its successors or assigns, the remaining unpaid balance of the original Five Million Dollars (\$5,000,000) principal sum, with interest, secured by said Mortgage.

The name FIRST PENNSYLVANIA MORTGAGE TRUST refers to the Trustees (as Trustees but not individually) under a Declaration of Trust dated as of March 31, 1970, as amended, to which reference is hereby made (and a copy of which is on file with the Secretary of the Commonwealth of Massachusetts), and, as provided therein, no Trustee, officer, agent or shareholder of said Trust shall be held to any personal liability in connection with any obligation entered into or incurred on behalf of said Trust, and any person dealing with said Trust shall look solely to the Trust Estate for the payment of any claim or for the performance of any obligation thereof.

IN WITNESS WHEREOF, the said parties to these presents have hereunto set their hands and seals this 30th day of May, 1978.

Sealed and Delivered in the presence of us:

FIRST PENNSYLVANIA MORTGAGE TRUST

Deborah H. Allison By Daniel S. Ahearn
Plain Witness

As Agent and not Individually Trustee

Paul E. Sordetto
Notary Public

(TRUST SEAL)

On the 30th day of May, 1978, before me, the subscriber, personally appeared the above identified Daniel S. Ahearn and acknowledged that the above release of mortgage to be his act and deed and desires the same might be recorded as such.

Witness my hand and seal the day and year aforesaid.

STATE OF MASSACHUSETTS

Paul E. Sordetto
Notary Public

My Commission expires: Feb. 13, 1981

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