

address for receiving notices and Noteholder shall not be entitled to accelerate the maturity of the Note or exercise any rights or remedies hereunder or otherwise unless such owner, holder or pledgee fails to cure the same.

6. Noteholder agrees, at any time and from time to time, upon request by Mortgagor to deliver to Mortgagor an estoppel certificate, certifying, representing and warranting the following: (a) that it is the legal and equitable owner and holder of the Note; (b) the unpaid principal balance of the Note; (c) the date to which interest has been paid on the Note; and (d) that no defaults have occurred which have not been cured or waived under the Note, this Wrap-Around Mortgage or any agreement, document or instrument evidencing or securing the Note or executed in connection therewith, or, if any such defaults have occurred and have not been cured or waived, specifying each such default certifying that there are no other defaults.

7. All references to "Mortgagor" herein shall mean the then owner of the Mortgaged Premises. All references to "Noteholder" herein shall mean the holder of the Note.

8. Notwithstanding anything contained herein to the contrary, the execution of the Note and this Wrap-Around Mortgage shall impose upon the Mortgagor no personal or corporate liability for the payment of the Note or the observation of the covenants under this Wrap-Around Mortgage. In the case of default hereunder, Noteholder shall seek no personal judgment against Mortgagor for payment of the Note or any deficiency (whether principal, interest or cost) arising from the foreclosure or sale under this Wrap-Around Mortgage. The sole recourse of Noteholder for the payment of the Note or the performance of the covenants contained herein shall be against the Mortgaged Premises.

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