

Such sum shall become due and payable within two hundred seventy (270) days after Payee shall notify Maker in writing of Payee's election to accelerate the loans.

6. Borrower hereby represents and warrants that it is the owner of the Premises and that there are no offsets or defenses to its obligations under the First and Second Notes, as consolidated hereby.

7. The liens of the First Mortgage and the Second Mortgage are hereby consolidated so that they shall, and now do, constitute a valid, single, first mortgage lien on the Premises, securing the Consolidated Debt of \$15,000,000 with interest thereon as provided in this Agreement, with the same force and effect as if Bank were the holder of a single mortgage made and executed by Borrower to Bank granting Bank a first mortgage lien on the Premises to secure the payment of the Consolidated Debt.

8. The security of the First Mortgage and Second Mortgage shall not be impaired by anything herein contained. The terms and conditions of the First and Second Mortgages remain in full force and effect with respect to the Consolidated Debt. Bank agrees that, to the extent the terms and conditions of the First and Second Mortgages are duplicative, performance by Borrower under either Mortgage shall be deemed performance under both.

9. The assignments of Borrower's interest in all leases and the Operating Agreement affecting the Premises made pursuant to the First Assignment of Leases and COREA and the Second Assignment of Leases and COREA are hereby consolidated so that they shall, and now do, constitute a valid, single, first priority collateral assignment of such