

(i) Mortgagor shall not be in default under this mortgage;

(ii) Mortgagor's compliance with all of the terms and provisions of the first mortgage other than with respect to the payments of principal and interest due thereunder.

11.04 Mortgagee does not assume any of the obligations of Mortgagor under the first mortgage except as hereinbefore provided.

12. Mortgagee shall not be required to, and Mortgagee agrees that it will not, make any prepayments of principal or of interest under the first mortgage unless Mortgagor shall first consent in writing thereto.

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

14. Mortgagor agrees to pay Mortgagee any sums required to be paid to the holder of the first mortgage (other than payments of principal and interest under the mortgage) at least 5 days prior to the last day under said mortgage that such payment may be made without constituting a default thereunder and Mortgagee agrees to promptly remit such sums so paid to Mortgagee by Mortgagor to the holder of the first mortgage in payment of such sums due under such mortgage.

15. In the event the unpaid balance of the first mortgage is reduced by the holder of the mortgage applying insurance proceeds in reduction thereof or applying condemnation proceeds or by prepayments made by Mortgagor with the prior written consent of Mortgagee, then and in such event,