

payment of that certain promissory note of even date therewith in the original amount of \$1,297,040.73 executed by the Mortgagee herein and payable to the order of the said John Hancock Mutual Life Insurance Company, said note being additionally secured by an Assignment of Rents of even date therewith filed for record in said office in Deed Book 1013, Page 859 (said note being herein called the "Prior Note" and said Mortgage and Assignment of Rents being herein called the "Prior Liens").

17. Mortgagor covenants and agrees that any default by Mortgagor in the performance of the terms and provisions of any of the Prior Note or Prior Liens (other than those provisions requiring the payment of the Prior Note) shall, at the option of Mortgagee, constitute default under this Mortgage and Mortgagee may, at its option, declare the unpaid principal balance of the note secured by this Mortgage to be in default, and to proceed to foreclose under this Mortgage, or Mortgagee may, at its option, cure any default under the Prior Note or Prior Liens, and the amount of any such payment or expenses of curing such default shall be a demand obligation owing by Mortgagor to Mortgagee, bearing interest at the rate of twelve per cent (12%) per annum, and shall be secured by this Mortgage. Either of the options herein contained may be exercised without waiver of the other and either of them may be exercised from time to time and as many times as may be desired by Mortgagee.

18. Part of the unpaid principal balance of the All-Inclusive Promissory Note secured by this Mortgage (being called the "Wrap-Around Note" in this paragraph) is represented by the unpaid principal balance of the Prior Note. Accordingly, this mortgage is made subject to the following provisions:

(a) Anything herein contained to the contrary notwithstanding, Mortgagors do not agree to pay, and shall not be obligated to Mortgagee to pay, any of the indebtedness evidenced by the Prior Note. So long as there is no default by Mortgagor in the payment for the Wrap-Around Note or under this Mortgage, (i) Mortgagee will make such payment and (ii) upon payment in full of the Wrap-Around Note Mortgagee will furnish to Mortgagor a complete release of the liens securing the Prior Note as to the Mortgaged Premises. Nothing contained in this subparagraph (a) is intended or shall be construed to give any person or entity other than Mortgagor and subsequent owners of the Mortgaged Premises any legal or equitable right, remedy or claim under or by virtue of any agreement of Mortgagee set out above, it being intended that all such agreements of Mortgagee are and shall be for the sole and exclusive benefit of Mortgagor and subsequent owners.

(b) In the event of default by Mortgagor in the performance of its obligations under subparagraph (a) above, and if, and only if, Mortgagor shall have made payments when due on the Wrap-Around Note and under this Mortgage, and Mortgagor shall not be in default hereunder or under the Wrap-Around Note Mortgagor shall have the right, but not the obligation, upon five (5) days written notice to Mortgagee, to make the then currently due payment on the Prior Note or to pay in full the Prior Note in the event the indebtedness evidenced thereby has been accelerated as a result of such default, and Mortgagor shall be entitled to a credit on the indebtedness evidenced by the Wrap-Around Note, for the full amount of any payment so made by Mortgagor on the Prior Note. The credit above provided for shall be applied to installments due on the Wrap-Around Note in the direct order of maturity of such installments.

(c) In the event the unpaid principal balance of the Prior Note is reduced as a result of application of proceeds of insurance or condemnation as provided for in the liens (including the Prior Liens) securing the payment of the Prior Note, Mortgagor shall be entitled to a credit on the principal of the Wrap-Around Note, for an amount equal to

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