

<u>Date</u>	<u>Original Balance</u>	<u>Present Balance</u>
February 21, 1980	\$3,400,000.00	\$3,375,933.20

Mortgagees' liability to make such payments is limited to the extent of payments (whether principal or interest) received by Mortgagee on the Notes secured by this Mortgage and in the event Mortgagors should fail to make such payments, Mortgagee may make such payments and credit such payments against the Notes secured hereby. Nothing contained in the Wrap Around Mortgage or the Note secured thereby shall be construed to create any liability or obligation of the Mortgagor herein to the holder of the underlying or Prior Mortgage. The Wrap Around Mortgagees herein shall continue to be liable for all payments, interest, and all other obligations of the Prior Mortgage and that the Mortgagor herein shall have no liability or obligation of any kind with respect to the note secured by the said superior mortgage. In the event the Wrap Mortgagees herein shall fail to make any payments or perform any of the covenants required of them under the terms of the Prior Mortgage or any instrument secured thereby, then the Mortgagor of this Wrap Around Mortgage shall have the right to make such payments or other cure of such defaults, and shall thereafter be entitled to set off and credit any amounts so spent by Mortgagor against any future payments of principal or interest due to the Wrap Mortgagee herein.

Mortgagor hereby agrees to perform or cause to be performed the covenants and obligations of the Mortgagor and its assignors under the aforesaid Prior Mortgage described on the second page of this Mortgage, other than and exclusive of the obligation to pay the Note secured thereby, and any default under such mortgage (other than failure to pay the note secured thereby) which shall not be cured within the time thereunder shall be deemed a default under this Mortgage, permitting the Mortgagees to declare the remaining principal and accrued interest secured hereby immediately due and payable and thereupon foreclose the lien given to secure payment thereof, and/or to cure such default (provided that the Mortgagees shall not be obligated to cure any such default); the Mortgagees shall give written notice to Mortgagor of any such payments so made by Mortgagees to cure such default and the Mortgagor shall have ten (10) days after