

(9) Due to the fact that the Mortgagor is not paying a large down payment, and the Mortgagee is taking back Mortgagor's note and mortgage for the property, Mortgagor agrees to make certain improvements on the property within the first twelve (12) month period after date. These improvements shall include an extensive clean up of the property, painting and wallpapering, lowering ceilings, adding carpet, counter areas and bookcases to the office systems, plumbing, exterior painting and window treatments.

Mortgagor shall, prior to date, give Mortgagee a specific list of the improvements mentioned, so that the list may be approved by the Mortgagee, and a copy returned to the Mortgagor. Mortgagor then covenants and agrees to make such improvements within twelve (12) months following date.

(10) Mortgagee hereby agrees to subordinate the lien of this mortgage to the lien of a first mortgage loan or loans obtained by Mortgagor at any time or times prior to the full payment of this said mortgage, to a first mortgage in an amount not to exceed \$25,000.00 principal. Mortgagee's obligation to subordinate shall be contingent upon Mortgagor matching the amount of money borrowed and secured by said first mortgage with a like amount of money, a Mortgagee's using all of said borrowed money and matched money for improvements to the subject land and building. At Mortgagee's discretion, Mortgagee may require that an escrow account through a lending institution or a title insurance company be used to insure that such borrowed and matched monies are spent on the subject land and building. Mortgagor or entities controlled by the partners of Mortgagor, may perform work on the land and buildings and be paid out of such borrowed and matched funds at their then normal prevailing rates for such work.

RECORDED JAN 19 1982 at 4:27 P.M.

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