

authorization is an essential condition of this mortgage loan and shall not be revocable or terminable.

The Mortgagor acknowledges that the Mortgagee may discontinue payments to the holder of the First Mortgage, at its sole discretion, upon Mortgagor's default beyond any applicable grace or cure period hereunder or under the First Mortgage. Mortgagor agrees not to exercise any privilege of prepayment of the indebtedness secured by the First Mortgage and further covenants not to modify, amend, extend or otherwise alter the terms and conditions of the First Mortgage without the prior written consent of Mortgagee.

If the Mortgagee shall default in making any required payment of principal and/or interest under the First Mortgage or otherwise cause its default, the Mortgagor shall have the right to advance the funds necessary to cure such defaults and Mortgagee agrees to indemnify and to hold Mortgagor harmless and free from any losses, costs and expenses, including reasonable attorneys' fees, arising out of Mortgagee's default.

Mortgagor assigns and sets over to Mortgagee the right of the Mortgagor to demand of the holder of the First Mortgage, in lieu of a discharge, an assignment of the First Mortgage to the Mortgagee upon payment by Mortgagee of the full indebtedness under said First Mortgage and in furtherance thereof Mortgagor irrevocably constitutes the Mortgagee hereunder as attorney-in-fact to demand and receive an assignment of the First Mortgage to the holder hereof and the Mortgagor hereunder directs any holder of the First Mortgage to present to the holder hereof an assignment of mortgage in lieu of a discharge of mortgage to the holder hereof. Mortgagee agrees that if it acquires the First Mortgage by assignment from the holder thereof (in lieu of satisfaction) upon payment thereof by Mortgagee to said holder, that Mortgagee, upon payment to Mortgagee by Mortgagor of the total indebtedness of the Note secured by this Mortgage, will, at the option of Mortgagor, execute and deliver to Mortgagor an assignment or satisfaction of such First Mortgage together with an assignment or satisfaction of this Mortgage.

Mortgagor and Mortgagee each agree to furnish to the other promptly copies of all notices of default which the holder of the First Mortgage shall give to Mortgagor or Mortgagee, or which the Mortgagor shall give to or

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