

Mortgagor to Mortgagee, and not the payment of interest, or if such excessive interest exceeds the unpaid principal balance of the Note and such other indebtedness, such excess shall be refunded to Mortgagor. All sums paid, or agreed to be paid by Mortgagor for the use, forbearance, or detention of the indebtedness shall, to the extent permitted by applicable law, be amortized, prorated, allocated, and spread throughout the full term of such indebtedness until payment in full so that the actual rate of interest on account of such indebtedness is uniform throughout the term thereof. The terms and provisions of this paragraph shall control and supersede every other provision of all agreements between Mortgagor and Mortgagee.

13. Neither Mortgagor nor Mortgagor's successors or assigns shall be personally liable for the payment or performance of any obligation contained in the Note, this Mortgage or in any instrument securing the payment of the indebtedness evidenced by the Note and the sole remedy of Mortgagee for default of the payment or performance of any such obligation shall be the right of Mortgagee to foreclose any mortgage or other security interest securing the payment thereof, it being the intent of this provision that no deficiency judgment shall be sought or taken against Mortgagor or Mortgagor's successors or assigns.

14.1 Mortgagee shall have the right, subject to the consent of Mortgagor under Section 14.2 hereof, at any time and from time to time, to refinance the Underlying Notes and Mortgages, including extensions, modifications, enlargements, renewals, rearrangements and/or replacements thereof, provided, however, any such refinancing must strictly comply with the terms hereinafter set forth in this paragraph, herein called "Permitted Refinancing(s)".

(a) No such refinancing may result in an aggregate outstanding principal balance(s) of Underlying Notes exceeding the then unpaid principal balance of the Note.

(b) No security document with respect to such refinancing shall, in any event impose upon Mortgagor liability beyond that imposed by the Note and this Mortgage.

(c) No such refinancing shall have a maturity date other than July 31, 1989.

(d) Such refinancing shall contain language substantially similar to the terms and provisions of this Wrap-Around Mortgage regarding prohibitions on subsequent transfers of the Property as contained in Section 19 of this Addendum.

14.2 Mortgagor shall have the right to consent to any Permitted Refinancing(s), with such consent not to be unreasonably withheld. The provisions of Section 14.1 (a), (b), (c) and (d) must be complied with in such Permitted Refinancing(s).

14.3 Mortgagor shall execute all reasonable mortgages and other security documents to effect a Permitted Refinancing(s) and subject the Property to a lien position superior to this Mortgage.

14.4 Debt service on the Underlying Note(s) or any refinancing of the Underlying Notes which exceeds the debt service on the Note shall be paid by Mortgagee as and when incurred.

14.5 Mortgagee shall pay any and all costs and expenses (imposed by such lender or lenders) of obtaining a Permitted Refinancing(s) and subjecting the Property to liens securing such Permitted Refinancing(s).

15. Any prepayment penalty or other premium for early payoff of any Underlying Note shall be borne and paid by Mortgagee.

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