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rents and all other documents or security instruments (collectively, the "Required Documents") reasonably required by the Mortgagee, the Refinance Lender, or by a title insurer insuring for a Refinance Lender the lien of a Refinance Mortgage in order to effect from time to time any Refinance Loan and carry out the intent of this Section 23. The Mortgagor's failure to execute and deliver the Required Documents shall constitute a default under this Mortgage. The Mortgagor agrees that any loss, cost or expense suffered or incurred by the Mortgagee as a result of the Mortgagor's default hereunder shall be added to the Note and be due upon demand.

(h) Any expenses, costs or fees incidental to obtaining or securing from time to time the Refinance Loan, including Mortgagor's reasonable costs for counsel to review the Required Documents, shall be paid by the Mortgagee and shall not be an Expense nor a charge against the Net Cash Flow of the Property nor a charge in computing Operating Deficits (as defined in the Section 22) of the Property.

(i) In the event of a default by the Mortgagor under this Mortgage, the purchaser at any foreclosure sale hereunder will only purchase the Mortgagee's equity in the Note. In the event of foreclosure of this Mortgage as all-inclusive of a Refinance Loan the proceeds of such sale shall be applied and disbursed as follows: (i) first, to the payment of all costs of sale or foreclosure; (ii) next, to the Mortgagee up to an amount equal to the Mortgagee's equity in the Note; (iii) then to the payment of any obligations secured by any and all mortgages or other liens or encumbrances prior to the lien of this Mortgage (including any Refinance Loan) and covering the Property or any portion thereof if required under the terms of such Refinance Loan or other prior liens or encumbrances; and (iv) the balance, if any, shall be paid to the Mortgagor or as required by law.

(j) As between the Mortgagor and Mortgagee, the Mortgagor's sole obligation with respect to any Refinance Loan and all of the Required Documents executed by the Mortgagor in connection therewith shall be to comply with the terms of this Mortgage and the Note. The Mortgagee shall use its best efforts to obtain provisions no more onerous on the Mortgagor than those under this Mortgage, as well as notice and grace periods as long as those provided under Section 18 hereof.

(k) Except as permitted under Paragraph C of this Section 23 so long as the Note is outstanding, the Mortgagor shall not make any partial or total prepayment of the outstanding balance of principal under a Refinance Loan without the written consent of the Mortgagee and shall not