

2. Payment of Note. Mortgagor shall pay to Mortgagee, or any subsequent holder of the Note, the principal and interest accrued on the entire outstanding principal indebtedness due under the Note, including all sums now or hereafter due Mortgagee under the terms hereof and of the Note, together with all interest thereon and all other sums owing under the Note, punctually as and when the same shall become due by the terms thereof and hereof. Mortgagor will observe and perform all of the terms, provisions, conditions, covenants and agreements on the part of Mortgagor to be observed and performed under the Note and this Mortgage.

3. First Mortgage. Mortgagee acknowledges that this Mortgage is subordinate and subject to the First Mortgage, the principal secured thereby, and accrued interest not to exceed the sum of \$3,500,000.00. Mortgagor shall promptly make payments of principal and interest and perform all obligations as required under the terms of the First Mortgage. In the event Mortgagor fails to comply with each and every one of the terms, covenants, and conditions of the First Mortgage, or is otherwise in default under the First Mortgage, said failure to comply with or said default under the First Mortgage shall constitute a default under this Mortgage and shall entitle Mortgagee, at Mortgagee's option, to exercise any and all of its rights and remedies afforded Mortgagee as in the event of default under this Mortgage. Mortgagor shall promptly furnish to Mortgagee copies of all notices of default given by any holder of the First Mortgage. In addition, in the event Mortgagor is in default under this Mortgage or the First Mortgage, Mortgagee shall have the right to advance such sums as necessary to preserve the security of this Mortgage and any sums so advanced shall be secured hereby.

Without Mortgagee's prior written consent, Mortgagor shall not enter into any agreement to modify or amend the provisions thereof. Mortgagor may exercise any right or