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EXHIBIT D

TO THAT CERTAIN MORTGAGE BETWEEN NORTH SLOPE-OXFORD  
ASSOCIATES LIMITED PARTNERSHIP, AS MORTGAGOR, AND  
GOLDOME SAVINGS ASSOCIATION

In the event Mortgagee receives any money by reason of insurance as a result of damage or injury to the Premises (as provided in Paragraph 4(a) hereinabove) or by reason of any award(s) or settlement(s) as a result of a condemnation of a portion of the Premises (as provided in Paragraph 9 hereinabove) such proceeds shall be applied by Mortgagee to reduce proportionately the outstanding balance of the Construction Loan Notes [although not below One Hundred Dollars (\$100) each].

At the election of Mortgagor, which election shall be exercised by written notice to Mortgagee within ninety (90) days of any casualty or condemnation as described in said Paragraphs 4(a) and 9 hereinabove, respectively, Mortgagee agrees to permit reconstruction of the Premises ("Reconstruction") with the use of such proceeds if Mortgagor determines in its sole discretion such Reconstruction is economically feasible it being expressly understood and agreed that all such insurance proceeds or condemnation awards or settlements shall be paid or remitted to Mortgagee. In the event Mortgagor elects to apply such proceeds toward repairing, restoring and rebuilding the Premises, Mortgagee shall make such proceeds available to Mortgagor, from time to time, as if same constitutes advances under the terms of the Construction Loan Notes and the other loan instruments, with the final due dates on the Construction Loan Notes being extended, as appropriate under the circumstances, to allow completion of said Reconstruction not to exceed fifteen (15) months from the date of Mortgagor's election hereunder. PROVIDED, HOWEVER, (1) Mortgagee shall have the right of prior approval with respect to the plans and specifications for such Reconstruction if such plans and specifications are substantially different from the original plans and specifications with respect to the Premises; (2) Mortgagee shall have the same rights to inspect and to monitor the Reconstruction as Mortgagee has with respect to the original construction of the Premises under the terms of that certain Construction Loan Agreement entered into by Mortgagor and Mortgagee of even date herewith; and (3) Mortgagee shall commence Reconstruction within ninety (90) days following the date the amount of insurance proceeds is actually determined and such information is provided to Mortgagor or following the date of actual taking of possession by the condemning authority, as applicable, and shall diligently pursue such Reconstruction to completion.

RECORDED NOV 28 1993 at 4:14 P.M.

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