

3.1 Upon the ownership of the Property, or any part thereof, being vested in a person or entity other than Mortgagor, Mortgagee may, without notice to Mortgagor, deal with any such successor(s) in interest with respect to this Mortgage and the indebtedness secured hereby in the same manner as with Mortgagor without diminishing, releasing, discharging or in any way otherwise affecting the liability of Mortgagor hereunder and under the Note. The foregoing shall not be interpreted or construed so as to adversely affect, contradict or modify any other provision of this Mortgage, nor is the foregoing to be deemed consent by Mortgagee to any transfer or hypothecation of the Property but is strictly for the convenience and benefit of Mortgagee.

4. Mortgagor, at the request of Mortgagee, and Mortgagee, at the request of Mortgagor, shall furnish a written statement of the amount of the indebtedness then outstanding under the Note and this Mortgage and therein state, if applicable, whether or not there exist any defaults, claims, defenses or offsets thereto and, if so, the particulars thereof.

5. In the event Mortgagor or Mortgagee shall receive notice of default under any Included Mortgage (as defined in Part C, Paragraph 1 below) that such receiving party shall, within two (2) days thereof, send a copy to the other party in the manner set forth in Paragraph 3 of Part 8. Mortgagor's failure to comply herewith shall constitute an Event of Default.

#### PART C

MORTGAGOR, BY ITS DELIVERY OF THIS MORTGAGE, AND MORTGAGEE, BY ITS ACCEPTANCE HEREOF, FURTHER AGREE AS FOLLOWS, THAT:

1. This Mortgage is an "All-Inclusive Mortgage" and is subject and subordinate to the mortgage(s) described in the Note; the mortgage(s) described therein (whether one or more) are herein referred to as the "Included Mortgage" and the note(s) secured thereby (whether one or more) are herein referred to as the "Included Note."

2. Notwithstanding the provisions of Part A, Paragraph 14 above, Mortgagor shall pay to Mortgagee, in addition to the principal and interest amount required by the Note, each tax and insurance premium escrow account, if any, required by any Included Note or any Included Mortgage. Such escrow amounts may, from time to time, be increased or decreased. Such escrow amount shall be payable to Mortgagee at the times monthly installments under the Note are due and payable and same shall be paid to the holder of the appropriate Included Note.

3. Mortgagee shall pay when due, provided Mortgagor shall not be in default under this Mortgage or any other instrument securing the Note, each principal and/or interest installment (including any tax and insurance premium escrow required under Paragraph 2 immediately above) which becomes due under any Included Note. The obligation of Mortgagee under this Paragraph shall terminate upon sale following foreclosure or a deed in lieu thereof. If, upon payment in full of the Note, any obligations remain under any Included Note, Mortgagee will discharge the same immediately upon such payment in full; if any prepayment penalty shall thereby be incurred under any Included Note, Mortgagor shall pay same.

~~3.1 In connection with Mortgagee's obligation under Paragraph 3 above, in the event any Included Note or Included Mortgage shall contain a rent participation provision or similar provision, Mortgagor is obligated to pay same and shall timely remit the operating data and the funds required thereunder in order to allow transmittal of same by Mortgagee to the appropriate recipient thereof.~~

4. Any optional increment of principal allowed to be paid by the Note, or any part thereof, shall, if Mortgagor so directs Mortgagee in writing at the time of same, must be paid over by Mortgagee to the holder of any Included Note