

10.9.1 Mortgagee shall have the same obligations with respect to any New lender's Note as Mortgagee has, with respect to the Included Note, under this Mortgage, and the unpaid principal balance of any New Lender's Note, as it may from time to time be, will be utilized to determine Mortgagee's Equity.

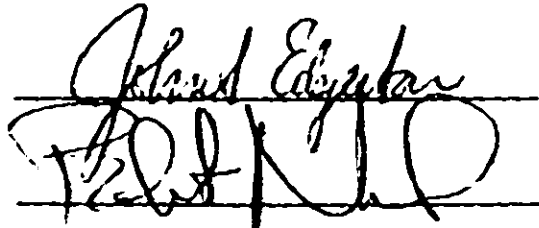
10.9.2 As of the consummation of any refinancing of the Included Note, (i) the aggregate unpaid principal; of all obligations which, by the terms of this Mortgage, Mortgagee must pay, shall not exceed the then existing unpaid principal of the Note secured hereby and the aggregate of payments required, by the terms of this Mortgage, to be paid by Mortgagee in each month shall not exceed the amount of the monthly installment required under the Note secured hereby.

10.9.3 Funds required for any loan fees, title policy premiums, appraisal fees, credit check fees or similar charges related to any refinancing may derive from the proceeds thereof or from other funds of Mortgagee, but shall not be advanced by Mortgagor.

10.10 Notwithstanding Paragraph 10.2 herein, in the event Mortgagor shall fail or refuse to completely and promptly fulfill its obligations under this paragraph 10, Mortgagee may declare and require all sums then secured by this Mortgage to be immediately due and payable.

IN WITNESS WHEREOF, this Mortgage has been executed as of the date first set forth above.

Signed, Sealed and Delivered
in the Presence of:



LA VISTA ASSOCIATES, LTD
a Florida limited partnership

By Anshel Properties, Inc.,
a Florida corporation

By 
Vice President