

ADDENDUM I

(1) The indebtedness secured hereby is in partial payment of the purchase price of the real property herein described, and this Mortgage is given as additional security for the payment of said indebtedness.

(2) It is stipulated and agreed that this Mortgage is granted subject to the exceptions set forth on Exhibit A attached hereto and made a part hereof. The instrument described in items (*), inclusive on Exhibit A hereto evidence and secure prior indebtedness on the Mortgaged Property and is hereafter referred to as the "Underlying Indebtedness", the payment of which Mortgagor has not assumed, and Mortgagor accepts no personal liability with respect to the Underlying Indebtedness, except to the extent that such indebtedness pertains to the performance of any non-monetary covenant contained in any mortgage securing a portion of the Underlying Indebtedness. Anything herein to the contrary, notwithstanding this Mortgage and all liens, security interests and assignments created hereby are subordinate and inferior to and only to the liens, security interests or assignments created by the Underlying Indebtedness. So long as Grantor (a) pays when due all installments of principal and/or interest on the Note secured hereby, (b) pays when due all additional amounts which may be required to be deposited in escrow or otherwise paid pursuant to the terms of any portion of the Underlying Indebtedness, (c) is not in default thereunder or under this Mortgage or any of the other documents securing the Note, and (d) timely pays directly to Mortgagee all monetary obligations other than principal or interest payments due under any portion of the Underlying Indebtedness, Mortgagee covenants and agrees with Mortgagor (but not with the holder of any portion of the Underlying Indebtedness, which Mortgagee does not assume) that Mortgagee will perform or cause to be performed all monetary obligations due to the holders of any portion of the Underlying Indebtedness, in a timely manner and when due and will furnish Mortgagor with evidence of its performance of such monetary obligations. In the event Mortgagee defaults in the performance of the covenants and agreements contained in this paragraph, then Mortgagor shall be entitled to pay any amounts then due on the Notes comprising a portion of the Underlying Indebtedness directly to the Mortgagee, or holder or holders thereof, and Mortgagor shall be entitled to, and shall receive, credit on the Note in an amount equal to 120% of such payment, and shall further be entitled to allocate such credit to the next succeeding installment or installments of principal or interest as Mortgagor may designate.

(3) In addition to the payments on the Note secured by this Mortgage in the event that any holder of any portion of the Underlying Indebtedness so requests, Mortgagor shall furnish Mortgagee each month with sufficient funds to maintain with the holder of any portion of the Underlying Indebtedness, an escrow account for payment of ad valorem taxes and insurance premiums which may be required by such holder. Mortgagee will furnish Mortgagor evidence each month of payment of such funds to such holder. If said portion of the Underlying Indebtedness is paid, or if such holder should not require the maintenance of the escrow account for payment of ad valorem taxes or insurance premiums, then, in that event, upon request of Mortgagee, Mortgagor will establish such escrow account with a national bank satisfactory to the Mortgagee and Mortgagor, and shall furnish evidence of the maintenance of such escrow account to Mortgagee. Prior to default hereunder or under the Note, any interest received on the tax and insurance premium escrow account shall be the property of and belong solely to the Mortgagor, provided, however, that nothing contained herein shall require Mortgagee to establish an escrow account, which must pay interest.

(4) Should Mortgagee or Mortgagor receive any notice of default from any holder of a lien comprising a portion of the Underlying Indebtedness, then that party shall immediately notify the other by telephone and shall forthwith deliver a copy of such notice to the other party.

(5) Notwithstanding anything to the contrary contained in the Note or this Mortgage, Mortgagor shall have ten (10) days after notice of default (other than those defaults relating to the payment of money, which notice period shall be ten (10) days) to cure said default, and if same is not susceptible to cure within said ten (10) day period, Mortgagor shall be given reasonable additional time to cure same so long as Mortgagor has commenced to cure same within said ten (10) day period and diligently pursues such cure thereafter; provided, however, that if Mortgagor defaults under any document comprising a portion of the Underlying Indebtedness or any default by Mortgagor under this Mortgage or the Note secured hereby causes or, in the absence of corrective action by Mortgagee would cause, a default under any document comprising a portion of the Underlying Indebtedness,

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