

Mortgage shall be utterly null and void; otherwise to remain in full force and effect and virtue.

21. No waiver of any covenant herein or of any of the Note shall at any time be held to be a waiver of the terms hereof or of the Note secured hereby.

22. This Mortgage and every covenant and agreement therein contained shall be binding upon and inure to the benefit of the Mortgagor and the Mortgagees and their respective successors and assigns, and to the extent permitted by law shall bind every subsequent owner of the Mortgaged Property.

23. Wherever used herein, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

24. At Mortgagor's election, it may make payments under the Wrap Note to a Bank selected by Mortgagor as a disbursing agent with instructions to apply all sums received from Mortgagor first to the payment of the Prior Mortgage and the balance to be paid to the Wrap Mortgagees herein. The fees charged by the Bank for acting as a disbursing agent shall be borne by Mortgagor.

MORTGAGEES HEREBY COVENANT AND AGREE WITH MORTGAGOR AS FOLLOWS:

25. So long as (a) Mortgagor shall not be in default under the terms and provisions of the Note or this Mortgage, and (b) Mortgagor shall comply in all respects with each and every one of the terms, provisions, and conditions of the Prior Mortgage other than those which apply to the payments of principal and interest due after the date hereof, Mortgagees shall pay the indebtedness and the interest accruing thereon as that indebtedness and interest shall become due.

26. Should Mortgagees default in making any required payment on the debt service under the Prior Mortgage, Mortgagor shall have the right to advance the funds necessary to cure such default and all funds so advanced by Mortgagor together with interest thereon at rate of thirteen (13%) percent per year shall be credit against the next installment of interest and principal due under the Note secured by this Mortgage.