

2. Notwithstanding the provisions of Part A, Paragraph 13, above, Mortgagor shall pay to Mortgagee, in addition to the principal, interest and other amounts required by the Note, each tax and insurance premium impound amount, if any, required by an Included Note or an Included Mortgage. Such impound amounts may, from time to time, be increased or decreased. Such impound amount shall be payable to Mortgagee at the times monthly installments under the Note are due and payable. If any of said impounded amounts is used to make any principal or interest payment under any Included Note, Mortgagee shall be entitled to immediately receive, and shall be paid by Mortgagor, the amounts so used.

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 or insurance premium impound required under Paragraph 2 immediately above) which becomes due under an Included Note until the Note secured by this Mortgage has been paid in full. The obligation of Mortgagee under this Paragraph shall terminate upon foreclosure sale hereunder or a deed in lieu thereof. If, upon payment in full of the Note, any obligations remain under an Included Note, Mortgagor will discharge the same in accordance with the terms of said Included Note and any instrument given as security for said Included Note.

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 or income participation provision or similar provision, Mortgagor shall timely remit to Mortgagee the operating data and the funds required thereunder in order to allow transmittal of same by Mortgagee to the appropriate recipient thereof.

4. If Mortgagor desires for any reason to make any prepayment of principal of an Included Note, and such prepayment would give the holder of said Included Note the right to demand a prepayment charge, the amount of same must be paid by Mortgagor.

5. Should Mortgagee fail to pay, pursuant to Paragraph 3 above, any Included Note installment, unless such failure shall be caused by Mortgagor's default hereunder, Mortgagor may pay such installment directly to the holder thereof, and the amount thereof shall be credited to the next-following installment(s) due under the Note.

6. Anything herein to the contrary notwithstanding, all condemnation awards, settlements in lieu thereof and casualty insurance proceeds or awards received and retained by the holder of the Included Note and pertaining to the Property shall be credited to the principal installment(s) next preceding the last installment otherwise payable under the Note.

7. If maturity of obligations under any Included Note becomes accelerated for any reason (other than default by Mortgagee in payment of required installments, which default shall not have been caused by a default by Mortgagor hereunder), Mortgagor shall immediately pay to Mortgagee and Mortgagee shall then immediately forward to the holder of the appropriate Included Note, all sums whose payment is so accelerated, together with prepayment charge, if any, to which said holder is entitled. Of such sums, the portion thereof credited to principal under said Included Note shall be credited to the principal of the Note, but shall affect only the installment(s) next preceding the last installment otherwise payable under the Note.

8. Notwithstanding the provisions of Part A, Paragraph 18, above, any foreclosure sale shall be only in the aggregate of the following as they may from time to time be:

8.1 The principal balance due on the Note:

8.2 Interest accrued and unpaid, interest at the Default Rate and all other amounts then due or to become due under the Note;

8.3 Amounts paid by Mortgagee to the holder(s) of any Included Note for taxes, insurance premiums, late charges, legal fees, prepayment charges and foreclosure costs, if any, to the extent the same were not previously paid by Mortgagor to Mortgagee;

8.4 Foreclosure costs incurred hereunder; and

8.5 Other amounts payable by Mortgagor to Mortgagee under this Mortgage, the Note, or any other instrument securing the Note.

9. In the event there are additional obligations under the Note remaining at the time the outstanding principal balance, plus all accrued but unpaid interest on said Note, is paid, including, without limitation, Additional Interest as defined in the Note, this Mortgage and the Wraparound Promissory Note, and all provisions relating to the all-