

(c) Mortgagee, by accepting this Mortgage, agrees:

(i) Notwithstanding anything contained herein to the contrary, if Mortgagor pays to Mortgagee any payment of principal and interest and deposits, if any, for real estate taxes and insurance premiums payable pursuant to the Brashier Note and the Brashier Mortgage on or before the dates on which such payments are due under the Brashier Mortgage and Brashier Note and Mortgagor is otherwise not in default hereunder or under the Note, and Mortgagee fails to pay such amounts to the holder of the Brashier Mortgage and Brashier Note, Mortgagor may, at Mortgagor's option, pay such amounts to the holder of the Brashier Mortgage and Brashier Note and set off such amounts against future payments due on the Wrap Note.

(ii) The agreements and obligations of Mortgagee hereunder are for the benefit of the parties hereto only, their successors, successors-in-title and assigns, and are not made for nor may any third party rely thereon.

(d) If the holder of either of the Prior Mortgages shall apply any insurance proceeds or the proceeds of any condemnation award coming into its hands with the result that there is a reduction in the indebtedness secured by the Brashier Mortgage, then the indebtedness evidenced by the Wrap Note and secured by this Mortgage, shall be reduced by a like amount, and, if as a result of any such reduction in indebtedness the constant monthly payments of interest and amortization required to be paid under the Brashier Note and the Brashier Mortgage are reduced, the monthly payments of interest required to be paid under the Wrap Note and this Mortgage shall be reduced by a like amount.

(e) The principal sum evidenced by the Note may be prepaid as specified in the Note.

(f) When the entire principal sum evidenced by the Wrap Note is due and payable in full, whether at stated maturity or by acceleration, or when Mortgagor exercises its rights under the Wrap Note to prepay in full the indebtedness evidenced thereby, the Wrap Note and this Mortgage shall be deemed paid in full if Mortgagor pays to Mortgagee an amount (hereinafter referred to as the "Spread") equal to the then outstanding principal sum evidenced by the Wrap Note together with all unpaid interest accrued thereon and together with all other sums secured by this Mortgage, less and subtracted therefrom the then outstanding principal sum together with all unpaid interest accrued thereon evidenced by the Brashier Note and secured by the Brashier Mortgage, together with all other sums secured by the Brashier Mortgage, upon which payment from Mortgagor to Mortgagee, Mortgagee shall promptly satisfy and cancel the Wrap Note and this Mortgage and all other instruments securing the Wrap Note in a form enabling Mortgagor to have them satisfied of record and return same to Mortgagor. Upon payment of the indebtedness evidenced by the Wrap Note and secured hereby as provided in this paragraph, Mortgagor shall thereafter be responsible for and shall make the payments required by the Brashier Note and the Brashier Mortgage.

(g) Mortgagee agrees that it will not enter into any agreement with the holder of the Brashier Mortgage modifying or amending any term thereof that would adversely affect Mortgagor or the Property. Mortgagor and Mortgagee agree that neither will incur any additional indebtedness to the holder of the Brashier Mortgage if such indebtedness would be secured by the Brashier Mortgage. Mortgagor and Mortgagee agree to send promptly to the other a copy of each notice or demand received from the holder of either of the Prior Mortgages.