- If and when included within the term "Noteholder" or "Mortgagor" there are more than one person, all shall jointly arrange among themselves for their joint execution and delivery of a notice to the other specifying some person at some specific address for the receipt of all notices, demands, payments or other documents. All persons included within the terms "Noteholder" or "Mortgagor", respectively, shall be bound by notices, demands, payments and documents given in accordance with the provisions of this paragraph to the same extent as if each had received such notice, demand, payment or document.
- Each subsequent owner of any interest in the Mortgaged Premises, each subsequent holder of a lien on the Mortgaged Premises and each subsequent pledgee of a promissory note secured by a lien on the Mortgaged Premises shall be entitled to receive notice of each and every default if noteholder has received from owner, holder or pledgee written notice of such owner's, holder's or pledgee's address for receiving notices and Noteholder shall not be entitled to accelerate the maturity of the Note or exercise any rights or remedies hereunder or otherwise unless such owner, holder or pledgee fails to cure the same.
- Noteholder agrees, at any time and from time to time, upon request by Mortgagor to deliver to Mortgagor an estoppel certificate, certifying, representing and warranting the following: (a) that it is the legal and equitable owner and holder of the Note; (b) the unpaid principal balance of the Note; (c) the date to which interest has been paid on the Note; and (d) that no defaults have occurred which have not been cured or waived under the Note, this Wrap-Around Mortgage or any agreement, document or instrument evidencing or securing the Note or executed in connection therewith, or, if any such defaults have occurred and have not been cured or waived, specifying each such default certifying that there are no other defaults.