

31. Upon receipt by the Mortgagee of any notice of default by the Mortgagor under the First Mortgage and/or any New First Mortgage, the Mortgagee may rely thereon and take any such reasonable action as Mortgagee shall deem necessary even though the existence of such default or the nature thereof be questioned or denied by or on behalf of the Mortgagor.

32. As a special inducement to the Mortgagee to accept this Mortgage, Mortgagor hereby covenants and agrees to and with the Mortgagee, that Mortgagor shall not in any manner whatsoever acquire or purchase all or any portion of the First Mortgage and/or any New First Mortgage without first obtaining the Mortgagee's prior written consent thereto. Mortgagor agrees that any assignment, instrument or other writing by which Mortgagor shall attempt to acquire or purchase an interest in the First Mortgage and/or a New First Mortgage shall be absolutely null and void and without any force and effect whatsoever unless and until Mortgagee's consent to same shall actually appear in and be a part of such assignment, instrument, or other writing.

33. As a special inducement to the Mortgagor, Mortgagee hereby covenants and agrees to and with the Mortgagor, that Mortgagee shall, no later than December 31, 2002, refinance the First Mortgage, in accordance with the terms and conditions of Paragraph 19 hereof, such that the term of the First Mortgage is extended to the maturity date hereunder. In the event the Mortgagee fails to so refinance the First Mortgage, Mortgagor's sole remedy shall be the right without the prior consent of Mortgagee to refinance the First Mortgage, in accordance with the terms and conditions of Paragraph 19 hereof and in such event, proceeds from the refinancing shall be the property of and paid to the Mortgagee to the extent of the then outstanding principal balance of this Mortgage, plus accrued interest and the balance shall be the property of and be paid to Mortgagor. Mortgagee shall, within five (5) business days after written request is made by Mortgagor, deliver or cause to be delivered to Mortgagor such instruments and documents as may be necessary to effectuate the intent of this Paragraph 33. Mortgagee hereby irrevocably appoints Mortgagor, its successors and assigns, as attorney-in-fact and irrevocably grants to Mortgagor, its successors and assigns the power coupled with an interest, to execute any such instrument or document upon Mortgagee's failure to do so as aforesaid.

34. Upon the acceleration of the maturity of the First Mortgage and/or a New First Mortgage for any reason, all of the indebtedness secured hereby shall, at the option of Mortgagee, become immediately due and payable without notice or demand.

35. Except as permitted hereby, the Mortgagor shall not, without the prior written consent of the Mortgagee, modify, change or extend the terms of the First Mortgage and/or a New First Mortgage or the note(s) secured thereby.

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