

property so sold or any part thereof, and the Mortgagor hereby expressly waives all benefit or advantage of any such law or laws, and covenants not to hinder, delay or impede the execution of any power herein granted or delegated to the Mortgagee, but to suffer and permit the execution of every power as though no such law or laws had been made or enacted. The Mortgagor, for itself and all who may claim under it, waives, to the extent that it lawfully may, all right to have the Premises marshaled upon any foreclosure hereof.

24. Permanent Financing. The Note evidences a debt created by advances to be made by the Mortgagee for the financing of the cost of construction of certain improvements on the real estate described herein, all in accordance with the terms and provisions of the Building Loan Agreement, as the same hereafter from time to time may be amended, supplemented or modified, which Agreement is incorporated herein by reference. The Mortgagee entered into the Building Loan Agreement in reliance, among other things, upon a certain letter of commitment, dated the 21st day of November, 1972 (the "Commitment") from August Kohn and Company, Inc. ("Kohn") and an agreement, dated as of the            day of December, 1972, among Kohn, the Mortgagor and the Mortgagee (the "Buy-Sell Agreement"). Pursuant to the Commitment and the Buy-Sell Agreement, and subject to the terms thereof, Kohn agreed