

E. In the event that notice or service is required to be given hereunder or by law to the record holder of the Heller Mortgage, such notice or service shall be deemed effective only if given in writing and sent by registered or certified mail to Heller at the office of Heller as designated in the Heller Mortgage, as such has from time to time been amended or modified of record.

F. In the event that the holder of the Heller Mortgage shall seek to enforce the lien thereof against the Mortgaged Property, Mortgagee shall not interpose any defense or make any motion which would require the holder of the Heller Mortgage to enforce its rights and foreclose upon or otherwise effect any realization with respect to any collateral which may also secure the indebtedness secured by the Heller Mortgage before foreclosing upon and bringing the Mortgaged Property to sale.

G. The provisions contained in paragraphs B through F hereof are for the sole benefit of the holder of the Heller Mortgage which may waive the benefits thereof and any noncompliance therewith shall not create a defense to the enforcement of this Mortgage on behalf of Mortgagor. The provisions of paragraphs A through F of this Section 1.22 may not be amended without the prior written consent of the holder at the time of the Heller Mortgage.

SECTION 1.23. With respect to the lease more particularly described in Schedule A-12, Mortgagor covenants to pay the rentals specified therein and to perform and observe each and every other obligation and covenant to be performed by the tenant thereunder, in the manner and prior to the

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