

that such actions are allowed by any such agreement to be taken without Mortgagor's consent. It is specifically understood and agreed that all right, title, interest and estate of the Mortgagor in, to or under the Fourth Store Agreements shall be collaterally assigned to Mortgagee and made subject to the lien of this Mortgage.

7. It is agreed that any payment made in accordance with the terms of this Mortgage by any person at any time liable for the payment of the whole or any part of the sums now or hereafter secured by this Mortgage, or by any subsequent owner of the Property, or by any other person whose interest in the premises might be prejudiced in the event of a failure to make such payment, or by any stockholder, officer, or director of a corporation which at any time may be liable for such payment or may own or have such an interest in the premises, shall be deemed, as between the Mortgagee and all persons who at any time may be liable as aforesaid or may own the premises, to have been made on behalf of all such persons.

8. It is agreed that any failure by the Mortgagee to insist upon the strict performance by the Mortgagor of any of the terms and provisions hereof shall not be deemed to be a waiver of any of the terms and provisions hereof, and the mortgagee, notwithstanding any such failure, shall have the right thereafter to insist upon the strict performance by the Mortgagor of any and all of the terms and provisions of this Mortgage to be performed by the Mortgagor; that neither the Mortgagor nor any other person now or hereafter obligated for the payment of the whole or any part of the sums now or hereafter secured by this Mortgage shall be relieved of such obligation by reason of the failure of the Mortgagee to comply with any request of the Mortgagor or of any other person so obligated to take action to foreclose this Mortgage or otherwise enforce