

appraisal of the Premises or any part thereof prior to any sale or sales thereof which may be made pursuant to any provisions herein or pursuant to the decree, judgment or order of any court of competent jurisdiction; nor, after any expressly waives the benefit or advantage of any such law or laws and covenants not to delay or impede the execution of any power herein granted or delegated to the Mortgagee. The Mortgagor for itself and any who may claim under the Mortgage, waives to the extent permitted the right to have the property marshalled upon any foreclosure hereof.

9. In any legal action or proceeding (including, without limitation, any action under any federal or state bankruptcy or insolvency law, or any similar law) to foreclose the lien of this Mortgage, to enforce any provision of this Mortgage or to defend the lien of this Mortgage (or its priority), the Mortgagee shall be entitled to reasonable counsel fees in addition to all other costs and expenses allowed by law and the amount of such counsel fees, costs and expenses shall be deemed added to the principal balance of the Note and secured by this Mortgage. The Mortgagee shall also be entitled to recover the amount of counsel fees and other costs and expenses incurred in connection with and incidental to the enforcement of any provision of the Note, this Mortgage or any other document given to evidence or secure the indebtedness secured hereby, the defense of the lien hereof or the curing of any default by the Mortgagor under the Note, this Mortgage or any other document given to evidence or secure the indebtedness secured hereby. Such counsel fees and other costs and expenses shall be paid to the Mortgagee regardless of whether any legal action or proceeding shall have been commenced; and the amounts thereof shall also be deemed added to the amount secured by this Mortgage.

10. Notwithstanding any consent which may be granted by the Mortgagee to encumbering, mortgaging, pledging or hypothecating the Premises or any other property mortgaged hereunder, any such encumbrance, mortgage, pledge or hypothecation, shall (x) be subordinate in lien to the lien of this Mortgage, any security interest hereby granted and any other instrument or lien granted by the Mortgagor to the Mortgagee to secure the payment of the indebtedness secured hereby and (y) shall be upon condition that (and contain language to the effect that):

(i) As long as this Mortgage shall be a lien on the Premises, the junior lienor, agrees: (A) that if any action or proceeding shall be brought to foreclose such junior mortgage or lien, no tenant of all or any portion of the Premises will be named as a party defendant in any such action or proceeding, nor will any other action be taken with respect to such tenant, the effect of which would be to terminate its lease of all or a portion of the Premises, without the written consent of the Mortgagee, (B) that if any action or proceeding shall be brought to foreclose such junior mortgage or lien, no portion of the rents, issues and profits of the Premises shall be collected except through a receiver appointed by the court in which such foreclosure action or proceeding action is brought, after due notice of