

limitation, the protection, repossession or realization upon the property subject to the Heller Mortgage.

B. Notwithstanding anything in this Deed of Trust to the contrary, the rights of the holder of this Mortgage and its successors and assigns and of the holder of the Heller Mortgage and its successors and assigns to exercise certain remedies hereunder and thereunder are subject to the provision of that certain Intercreditor and Priority Agreement (the "Intercreditor Agreement") dated as of the date hereof to which Mortgagee and Heller are parties. The foregoing is not intended to confer any benefits upon any person, firm or corporation other than Mortgagee, Heller and their respective successors and assigns.

C. If during the pendency of any such foreclosure action or proceeding brought by the holder of this Mortgage, an action or proceeding shall be brought by a holder of the Heller Mortgage for the foreclosure of the Heller Mortgage and an application is made by such holder for an extension of any receivership for the benefit of such holder, all such rents, issues and profits held by such receiver as of the date of such application shall be applied by the receiver first for the benefit of such holder and Mortgagee shall not be entitled to any portion thereof.

D. If an action or proceeding shall be brought to foreclose this Mortgage or the Mortgaged Property or if any other steps are taken in the enforcement of any other right or remedy under this Mortgage, due notice will be given to the record holder of the Heller Mortgage and true copies of all papers served or entered in such action or proceeding will be served upon such record holder.

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