

gaged Premises, equal in rank and priority to such Senior Mortgage, and, in addition, to the extent necessary to make effective such rank and priority: (a) Mortgagee shall become subrogated to, receive, and enjoy all of the rights, liens, powers, and privileges granted to the Senior Mortgagee under any Senior Mortgage, and (b) each Senior Mortgage shall remain in existence for the benefit of and to further secure the debt and other sums secured, or that hereafter become secured, hereunder.

47. This wraparound mortgage is a purchase money mortgagee given in partial consideration for the sale by Mortgagee to Mortgagor of the Mortgaged Property.

48. If an Event of Default shall have occurred, in addition to any other rights and remedies available to Mortgagee, Mortgagee may, but shall not be required, to make any payment or perform any act herein required of Mortgagor, in any form and manner deemed expedient, and may, but shall not be required, to make full or partial payments of principal or interest on any Senior Mortgage, other prior encumbrances, if any, and purchase, discharge, compromise, or settle any Senior Mortgage, any tax sale or forfeiture affecting the Mortgaged Property or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees and disbursements, and any other money advanced by Mortgagee to protect the Mortgaged Property and the lien hereof, shall be so much additional indebtedness secured hereby, and shall become immediately due and payable without notice and with interest thereon at the Default Rate. Inaction of Mortgagee shall not be considered as a waiver of any default on the part of Mortgagor.

49. Anything herein contained to the contrary notwithstanding, any of the rents, royalties, issues, profits, revenues, income and other benefits from the Mortgaged Property (hereinafter collectively referred to as the "Rents") heretofore or hereafter released by any Senior Mortgagee, or heretofore or hereafter not transferred or assigned to the Senior Mortgagee under the terms of any Senior Mortgage, shall be transferred and assigned to the Mortgagee as further security for the payment of the indebtedness hereunder, and Mortgagor grants to Mortgagee a license to enter upon the Mortgaged Property for the purpose of collecting the same and to let and operate the Mortgaged Property or any part thereof, and to apply the Rents, after payment of all charges and expenses, on account of said indebtedness. This assignment and grant shall continue in effect until this Mortgage is paid in full as provided herein. Mortgagee hereby waives the right to enter upon the Mortgaged Property for the purpose of collecting the Rents and Mortgagor shall be entitled to collect and receive the Rents until an Event of Default shall have occurred and such right of Mortgagor may be revoked by Mortgagee upon an Event of Default. If an Event of Default shall have occurred, Mortgagor will pay monthly in advance to Mortgagee, or to any receiver appointed to collect the Rents, the fair and reasonable rental value for the use and occupation of the Mortgaged Property or of