

lien thereof removed from the property described in this Mortgage.

c. All rights or privileges granted hereunder to Mortgagor by Mortgagee are granted hereunder subject to the rights of the holder of any Senior Mortgage and in the event Mortgagor is unable to exercise all or any rights or privileges granted hereunder due to commission or omission of action by the holder thereof for any reason whatsoever, Mortgagor hereby waives any such right or privilege and also waives any claim or right against Mortgagee as a result thereof.

d. Mortgagor and Mortgagee each acknowledge and agree that in those specific instances in this Mortgage when Mortgagee has agreed to not unreasonably withhold its approval or consent hereunder to the taking of any action by Mortgagor, Mortgagee's approval or consent shall be deemed to have been reasonably withheld in the event that the approval or consent of the holder of any Senior Mortgage shall be required and not have been given, in writing, to such action prior to the taking thereof; provided however, that the approval or consent by the holder of any Senior Mortgage to the taking of any action shall not in any manner abridge or alter Mortgagee's right to reasonably withhold its consent. Nothing contained in this Subparagraph shall be deemed to expand or modify those matters in which Mortgagee has specifically agreed to not unreasonably withhold its approval or consent and unless explicitly set forth herein, Mortgagee shall be entitled to render such approval or consents as it, in its sole discretion, shall deem proper and appropriate.

e. Notwithstanding the foregoing and without limiting Mortgagee's rights or remedies under this Mortgage, in the event Mortgagor sells, conveys, assigns, leases or encumbers the mortgaged property and the principal balance of any Senior Note or Senior Mortgage is accelerated or debt service is adjusted as a result of Mortgagor's sale, conveyance or encumbrancing of the mortgaged property, or any portion thereof, then Mortgagor shall pay to Mortgagee any increase in the payments of principal or interest resulting therefrom on such Senior Note or Senior Mortgage at least fifteen (15) days prior to the due date thereof, and the interest rate on the Note shall be adjusted to reflect the increase in payment necessitated thereby.

f. In the event the Mortgagor or Mortgagee receives any notice of default from the holder of any Senior Mortgage, the party receiving such notice shall immediately notify the other party by telephone and shall forthwith deliver a copy of such notice to the other party.

g. If the compliance of Mortgagor with any of the conditions and requirements herein provided would constitute a default under any Senior Mortgage, then to the extent that such compliance would constitute such a default, Mortgagor shall be excused from such compliance.