

terms; (c) consent to the cancellation or surrender of any of said leases or tender or accept any prepayment of the rent payable thereunder; (d) further assign the rents payable under any of said leases or any part thereof unless such assignment is made expressly subject and subordinate to the terms of this Mortgage and the First Mortgage; or (e) subordinate or permit the subordination of any of said leases to any lien subordinate to the lien of this Mortgage. Any such purported modification, amendment, termination, cancellation, surrender, prepayment, further assignment or subordination made without the prior written consent of the Mortgagee shall be void as against the Mortgagee, at its option.

Subject to the rights of the First Mortgage, Mortgagee shall have the right to enter the Mortgaged Property at any time and from time to time for the purpose of curing any default of the Mortgagor under the Assigned Leases or any other lease of all or any portion of the Mortgaged Property and the cost thereof, together with interest thereon at the rate of eighteen percent (18%) per annum, but in no event in excess of the maximum interest rate permitted by law, shall be paid by the Mortgagor to the Mortgagee on demand and shall be secured by this Mortgage and shall be added to the judgment in any suit brought by the Mortgagee against the Mortgagor hereon, but nothing contained herein shall obligate the Mortgagee to cure any such default.

Mortgagee agrees that for so long as any tenant under a lease subordinate to this Mortgage is not in default of its obligations under said lease, that tenant's right of possession shall not be disturbed by any action or suit on this Mortgage and that any sale at foreclosure will be subject to said lease.

12. FIRST MORTGAGE: This Mortgage is and shall remain in all respects subject to and subordinate to the First Mortgage and to any modifications, amendments, extensions or renewals thereof. In the event any of Mortgagor's obligations and covenants under the First Mortgage are duplicative or inconsistent with the provisions of this Mortgage, the obligations and covenants contained in the First Mortgage shall control, e.g., the insurance requirements, except as to amount, if such requirements are duplicative or inconsistent with the terms of this Mortgage.

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