

by such prior mortgage or are contemplated to be secured thereby, or in the performance of any obligation on its part to be performed thereunder, Mortgagee may pay or perform the same and the amount of such payment and/or the cost of such performance shall be added to the indebtedness evidenced by the Note and shall bear interest at the rate set forth to be paid on the indebtedness secured hereby, and shall be secured hereby.

SECTION 1.21. Mortgagee shall, from time to time upon written request and at the expense of Mortgagor, and provided Mortgagor has first fulfilled and satisfied the terms and conditions on its part to be fulfilled and satisfied pursuant to the Loan Agreement and to that certain Intercreditor and Priority Agreement (the "Intercreditor Agreement") dated as of the date hereof to which Mortgagee and Beaunit Corporation are parties, release, from the lien of this Mortgage that portion of the Premises more particularly described in Schedule A-1 through A-5 and that portion of the Premises described on Schedule A-11 used in Mortgagor's polymer operation, and subordinate the lien of this mortgage to the lien of one new mortgage on the premises described in Schedule C. Each such release may be made without the necessity of obtaining the approval thereto of the holder of any lien inferior to the lien of this Mortgage or of anyone else whomsoever having an interest in any portion of the Mortgaged Property, and the priority of the lien hereof on that portion of the Mortgaged Property which is not released shall not be affected thereby in any way whatsoever (nor shall anyone having an interest in the Mortgaged Property thereby obtain any additional rights or defenses in any foreclosure of this Mortgage or upon the sale of the Mortgaged Property or