

in any action or proceeding for the purpose of terminating Lessee's and/or Guarantor's interest and estate under the lease because of any default under the mortgage.

3. If the interest of borrower shall be transferred to and owned by Mortgagee by reason of foreclosure or other proceedings brought by it, or by any other matter, and Mortgagee succeeds to the interest of the borrower under the lease, or if some third party is the purchaser, hereinafter referred to as "Purchaser", at a foreclosure sale, Lessee and/or Guarantor shall be bound to Mortgagee or such Purchaser under all of the terms, covenants, and conditions of the lease for the balance of the term thereof remaining and any extensions or renewals thereof which may be effected in accordance with any option thereof in the lease, with the same force and effect as if Mortgagee or such Purchaser were the lessor under the lease, and Lessee and/or Guarantor do hereby attorn to Mortgagee or such Purchaser succeeding to the interest of the lessor under the lease; provided, however, that Lessee and/or Guarantor shall be under no obligation to pay rent to Mortgagee or such Purchaser until Lessee and/or Guarantor receives written notice from Mortgagee or such Purchaser that it has succeeded to the interest of the Landlord under the lease. Respective rights and obligations of Lessee and/or Guarantor and Mortgagee or such Purchaser, upon such attornment, to the extent of the then remaining balance of the term of the lease and any such extensions and renewals, shall be and are the same as now set forth therein; it being the intention of the parties hereto for this purpose to incorporate the lease in this agreement by reference with the same force and effect as if set forth at length herein.

4. The lease now is and shall at all times continue to be subject and subordinate in each and every respect to the mortgage and to any and all renewals, modifications, extensions, substitutions, or replacements and/or consolidations of the mortgage, and to any present or future mortgage or mortgages which may now or hereafter affect the mortgage, but any and all such renewals, modifications, extensions,

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