

right or other interest in the Premises which is or may be prior in right to this Mortgage, including, but not limited to, advances for real estate taxes and assessments; (h) the holder of the Future Mortgage shall be required to give a nondisturbance agreement to any lessee or tenant with respect to which the holder of this Mortgage shall have executed a similar non-disturbance agreement; (i) said Future Mortgage shall be subject and subordinate to the terms, provisions and conditions and the lien of any New First Mortgage, whether or not said New First Mortgage is in existence at the time of the execution of said Future Mortgage, and to any extensions, renewals and modification of said New First Mortgage; (j) to further evidence the subordinations referred to in (a) through (i) above, the holder of said Future Mortgage agrees that, within ten (10) days after request by the holder of this Mortgage, it will do, execute, acknowledge and deliver all and every such further acts, deeds, conveyances and instruments as the holder of this Mortgage may request for the better assuring and evidencing of the foregoing subordinations; and (i) all of the foregoing provisions are for the express benefit of the holder of this Mortgage. Mortgagor's failure to include the foregoing provisions in any Future Mortgage, or the failure of the holder of any Future Mortgage to execute any of the documents called for in (j) above, shall make such Future Mortgage void and of no force or effect and the whole of the principal sum and interest secured hereby shall become due at the option of the Mortgagee.

24. Mortgagee shall have the right, at any time, at its sole and exclusive option, to prepay in whole or acquire by assignment the whole of the First Mortgage or any New First Mortgages and the Mortgagee shall be subrogated, to the extent of such payment, to the lien of such mortgage or mortgages. Mortgagee shall also be and hereby is subrogated to the powers rights, remedies and lien of the holder of the First Mortgage or New First Mortgage, to the extent of all amounts paid or advanced by the Mortgagee which are used directly or indirectly to reduce, pay off, discharge or satisfy, in whole or in part, any part of the indebtedness secured by the First or New First Mortgage. In no event, however, shall the lien hereof (including all liens to which Mortgagee is subrogated) exceed the unpaid principal balance hereof.

25. In the event the Mortgagor should exercise its right of prepayment in full in accordance with the terms hereof, the Mortgagee shall pay and discharge the First Mortgage and any New First Mortgages then a lien on the Premises and the Mortgagee shall pay any prepayment penalties set forth under any such mortgages. Mortgagor agrees not to exercise any right or privilege of prepayment, whether in whole or in part, of the First Mortgage or any New First Mortgage. Upon payment by Mortgagor to Mortgagee of the unpaid principal balance of this Mortgage, all accrued interest to the date of the payment thereof and all the sums secured thereby, Mortgagee shall deliver or cause to be delivered to Mortgagor satisfactions of the First Mortgage and the New First Mortgage or, at the option of Mortgagor (exercised by notice contained in the notice of exercise of the option to prepay this Mortgage), assignments to the designee of Mortgagor, of the First Mortgage and the New First Mortgages.

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