

Mortgagor agrees to comply with all the terms and conditions of the First and Second Mortgages except that the portion due and payable thereunder shall be paid to the Mortgagee prior to that which is provided by the terms and conditions of the First Note and Mortgage, other than with respect to the payment of principal and interest due thereunder. In the event Mortgagor shall fail to so comply with all the terms, provisions, and conditions of either (1) the First Mortgage so as to a result of a default thereunder or (2) The Second Mortgage so as to a result of a default thereunder, such failure on the part of the Mortgagor shall constitute a default under this Mortgage and shall entitle Mortgagee, at its option, to exercise any and all rights and remedies given Mortgagee in the event of default hereunder.

Mortgagee agrees to pay to the holder of the First Mortgage and the holder of the Second Mortgage, as and when required by the terms of said First Mortgage and Second Mortgage, all amounts of principal and interest due thereunder in accordance with the terms and conditions of said instruments. All such payments provided to be made by Mortgagee, pursuant to the provisions of this Mortgage, shall be made by Mortgagee before the expiration of the applicable grace periods provided for such payments as contained in the First Mortgage and the Second Mortgage.

Mortgagee's obligation to make payments of principal and interest as and when due under the terms and conditions of the First Mortgage and the Second Mortgage are conditioned upon the following:

- (i) Mortgagor shall not be in default under this Mortgage;
- (ii) Mortgagor shall comply with all of the terms and provisions of the First Mortgage and the Second Mortgage other than with respect to the payments of principal and interest due thereunder after the date hereof.

Mortgagee shall not be required and Mortgagee agrees that it will not, make any prepayments of principal or of interest under the First Mortgage or the Second Mortgage unless Mortgagor shall first consent in writing thereto.

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