

right to pay any such past due mortgage principal, interest or other charges and take credit for the same as against any rents (fixed or percentage) thereafter becoming due to such mortgaging landlord or landlords, and in such case, to the extent of any such prepayment of rent, Tenant shall be entitled to interest from the date of such prepayment to the date the same would otherwise be payable to said landlord or landlords at the rate of six per cent (6%) per annum.

(d) Such Landlord or Landlords shall procure from the mortgagee an agreement with the Tenant agreeing that such mortgagee will not institute any foreclosure or execution proceedings under the said mortgage or any other proceedings which might interfere with Tenant's quiet use and possession of the demised premises without first giving the Tenant written notice of such contemplated action and without allowing Tenant a period of twenty days thereafter to remedy any defaults.

(e) That a copy of the mortgage, certified to be true and correct by the mortgagee, be delivered to Tenant within ten days after the recording of same.

The Tenant agrees to execute and deliver to any one or more of said Landlords upon demand, at no expense to said Landlord or Landlords, such further instruments, properly executed and in recordable form, which may be necessary and/or desirable by said Landlord or Landlords to further effect such subordination of this lease to the lien of said mortgage loan, provided that nothing therein contained shall be contrary or inconsistent with the provisions of this lease.

It is further understood and agreed that the above provisions for subordination shall apply only in the event that the Landlord or Landlords desire to subject and subordinate this lease to the lien of any new mortgage or mortgages. Any one or more of the Landlords shall have the right at any time to mortgage his, her or their interest in the demised premises by any mortgage or other instrument which is junior or inferior in lien to the lien of this lease without restriction or interference on the part of the Tenant.

#### WARRANTIES OF LANDLORD

Landlord covenants and warrants that there are no mortgages, ground rents, liens or other encumbrances prior in lien to the lien of this lease. The Landlord further covenants and warrants that there are no easements interfering with the full use and possession of the leased premises by Tenant and that there are no restrictions now in force which will make or hereafter prohibit the Tenant from using the leased premises, or any part thereof, as a general merchandise store as now conducted by Tenant in its various places of business in other parts of the United States.