

by and for the performance of the covenants herein and in said lease contained, mortgagor hereby assigns to mortgagee all of its rights, privileges and prerogatives as tenant under said lease to terminate, cancel, modify, change, supplement, alter or amend said lease, and any such termination, cancellation, modification, change, supplement, alteration or amendment of said lease without the prior written consent thereto by mortgagee shall be void and of no force and effect. As further security to mortgagee, mortgagor does hereby deposit with mortgagee its lessee's original of said lease and all amendments thereto, to be retained by mortgagee until all indebtedness secured hereby is fully paid. So long as there is no breach of or default under any of the covenants or agreements herein contained to be performed by mortgagor, or in the performance by mortgagor of any of the terms, covenants and conditions in said lease contained, mortgagee shall have no right to terminate, cancel, modify, change, supplement, alter or amend said lease.

(ii) That no release or forbearance of any of mortgagor's obligations under said lease, pursuant to said lease or otherwise, shall release mortgagor from any of its obligations under this mortgage, including its obligations with respect to the payment of rent as provided for in said lease and the performance of all of the terms, provisions, covenants, conditions and agreements contained in said lease, to be kept, performed and complied with by the tenants therein.

(iii) That unless mortgagee shall otherwise expressly consent in writing, the fee simple title to the property demised by said lease and the leasehold estate shall not merge but shall always remain separate and distinct, notwithstanding the union of said estates either in the lessor or in the lessee, or in a third party by purchase or otherwise.

PROVISIONS APPLICABLE TO THE ENTIRE MORTGAGED PREMISES

AND the said mortgagor does, as additional security, hereby assign, set over and transfer to the said mortgagee, all of the rents, issues and profits of the said mortgaged premises, accruing or falling due from and after the service of a summons in any action of foreclosure to which said mortgagee may be parties, and the holder of this mortgage shall be entitled to the appointment of a receiver for such rents and profits as a matter of right, without consideration of the value of the mortgaged