

18. Non-Disturbance of Jackson-Atlantic. Although the Lease is not a Permitted Encumbrance hereunder, nevertheless, so long as Jackson-Atlantic shall not be in default in the payment of Basic Rent or Additional Rent or in the performance of any of its other obligations under the Lease, its rights thereunder, and those of its successors and assigns, shall not be disturbed or affected by reason of the foreclosure of this Mortgage, or any action taken hereunder, and Mortgagee shall not join Jackson-Atlantic, its successors or assigns as a party defendant or otherwise in any action or proceeding for the foreclosure or enforcement of this Mortgage. Prior to any foreclosure of this instrument, Mortgagee or the holder of the Note secured hereby shall advise Jackson-Atlantic in writing as to whether the rights of Jackson-Atlantic under the Lease are to be affected by the foreclosure.

19. Right of Mortgagee to Perform Covenants, etc. If the Company shall fail to make any payment or perform any act required to be made or performed hereunder and such failure shall not be cured within the applicable grace period, if any, Mortgagee without notice to or demand upon the Company or Jackson-Atlantic and without waiving or releasing any obligation or default, may (but shall be under no obligation to) at any time thereafter make such payment or perform such act for the account and at the expense of the Company and may enter upon any Property or any part thereof for such purpose and take all such action thereon as, in the Mortgagee's opinion, may be necessary or appropriate