

the secured indebtedness.

If the Mortgagor shall grant any lien or mortgage on the Premises junior to this mortgage, such junior lien or mortgage shall be subject to all such renewals and extensions, modifications, releases, increases, changes or exchanges, without the consent of such junior lienholder or mortgage holder, and without any obligation to give notice of any kind thereto.

That Mortgagee shall have the right from time to time to sue for any sums, whether interest, principal or any installment of either or both, taxes, penalties, or any other sums required to be paid under the terms of this mortgage, as the same become due, without regard to whether or not all of the secured indebtedness shall be due on demand and without prejudice to the right of Mortgagee thereafter to enforce any appropriate remedy against the Mortgagor, including an action of foreclosure, or any other action, for a default or defaults by Mortgagor existing at the time such earlier action was commenced.

That every provision for notice and demand or request shall be deemed fulfilled by written notice and demand or request personally served on one or more of the persons who shall at the time hold the record title to the Premises, or on their heirs, successors or assigns, or mailed by depositing it in any post office station or letter box, enclosed in a postpaid envelope (a) addressed to such person or persons, or their heirs, successors or assigns, at his, their or its address last known to Mortgagee, or (b) addressed to the street address of the Premises hereby mortgaged.

The Mortgagor is the owner and holder of the Mortgaged Premises, upon which the Mortgage is now a valid first lien, and there are no defenses or offsets to this Mortgage or to the Note it secures. The Ground Lease is in full force and effect and no defaults, waivers or indulgences exist thereunder. Without limiting the generality of the foregoing, the Mortgagor expressly covenants that, in any action to foreclose this Mortgage, the Mortgagor will raise no question in respect to the validity or endorseeability of this Mortgage.

The Mortgagor hereby warrants that, at the time of the execution and delivery of this Mortgage, it is the owner and is possessed of the leasehold estate and the buildings and improvements, and the personal property, other than property of bona fide tenants, used in connection therewith, subject to no other mortgage, lien, charge or encumbrance, and has full power and lawful authority to mortgage, pledge, assign and confirm its interest in and to such leasehold estate and in and to such buildings and improvements, and the personal property used in connection therewith, in the manner and form aforesaid.