

gage"), and all extensions and waivers of payment in respect thereof. Notwithstanding the foregoing, this Mortgage shall not be subject and subordinate to the Heller Mortgage and to any extensions thereof and waivers of payment thereunder to the extent that the same may secure any amounts in excess of the then outstanding principal amount of the note secured by the Heller Mortgage (together with interest on such excess amounts), other than amounts disbursed to third parties pursuant to the provisions of the Heller Mortgage in order to protect the lien of the Heller Mortgage, or to otherwise enforce the rights and remedies provided for therein including, without limitation, the protection, repossession or realization upon the property subject to the Heller Mortgage;

2. Notwithstanding anything in this Mortgage to the contrary, the rights of the holder of this mortgage and its successors and assigns and of the holder of the Heller Mortgage to exercise certain remedies hereunder and thereunder are subject to the provisions of the Intercreditor Agreement. The foregoing is not intended to confer any benefits upon any person, firm or corporation other than Heller, the holder of this mortgage and their respective successors and assigns.

3. If during the pendency of any foreclosure action or proceeding brought by the holder of this Mortgage, any action or proceeding shall be brought by a holder of the Heller Mortgage for the foreclosure of the Heller Mortgage and an application is made by such holder for an extension of any receivership for the benefit of such holder, all such rents, issues and profits held by such receiver as of the date of such application shall be applied by the receiver solely for the benefit of such holder and Mortgagor shall not be entitled to any portion thereof.

4. If an action or proceeding shall be taken or brought to foreclose this mortgage on the Mortgaged Property, or if any other steps are taken in the enforcement of any other rights or remedies under this Mortgage, due notice thereof will be given to the record holder of the Heller Mortgage and true copies of all papers served or entered in such action or proceeding will be promptly served upon such record holder.

5. In the event that notice or service is required to be given hereunder or by law to the record holder of the Heller Mortgage, such notice or service shall be deemed effective