

only if given in writing and sent by registered or certified mail to Heller at the office of Heller as designated in the Heller Mortgage, as such has from time to time been amended or modified of record.

6. In the event that the holder of the Heller Mortgage shall seek to enforce the lien thereof against the Mortgaged Property, the holder hereof shall not interpose any defense or make any motion which would require the holder of the Heller Mortgage to enforce its rights and foreclose upon or otherwise effect any realization with respect to any collateral which may also secure the indebtedness secured by the Heller Mortgage before foreclosing upon and bringing the Mortgaged Property to sale.

7. The provisions contained in paragraphs two through six hereof are for the sole benefit of the holder of the Heller Mortgage which may waive the benefits thereof and any noncompliance therewith shall not create a defense to the enforcement of this mortgage on behalf of Mortgagor. The provisions of paragraphs one through six hereunder may not be amended without the prior written consent of holder of the Heller Mortgage.

SECTION 1.23. With respect to the lease more particularly described in Schedule A-12, Mortgagor covenants to pay the rentals specified therein and to perform and observe each and every other obligation and covenant to be performed by the tenant thereunder, in the manner and prior to the expiration of the applicable grace periods thereunder. Mortgagor will immediately give Mortgagee notice of any default under the lease and will deliver copies of any written notice of any such default and any notice of any legal action which put in issue, are likely to put in issue, or in anywise affect the title to, or right to possession of, Mortgagor to the premises demised under the lease. Mortgagor will not amend, modify, terminate, cancel, or surrender the lease without the prior written consent of Mortgagee.