

continue to hold and retain all of the residue of the Mortgaged Property for the purposes of and pursuant to the provisions of this Mortgage.

Any and all documents, agreements and other instruments delivered in connection with each such release shall be subject to the approval of Mortgagee and all costs relating to such releases shall be paid by Mortgagor.

After any such release, the term Mortgaged Property as used in this Mortgage shall be deemed to refer to that portion of the Mortgaged Property from time to time remaining subject to the lien of this Mortgage.

Section 1.22. A. This Mortgage is subject and subordinate to the mortgage dated as of the date hereof executed by Beaunit II Inc. to Walter E. Heller & Company, Inc. ("Heller"), which has been duly recorded pursuant to the requirements of local law of the jurisdiction in which each parcel comprising the Land is located (hereinafter referred to as the "Heller Mortgage"), 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