

the Mortgagee for the aforesaid purposes shall be added to, be and become a part of the mortgage debt, which the Mortgagor hereby agrees to pay to the Mortgagee immediately and without demand or notice, together with interest from the date or dates of each such payment and advance at the rate provided in the note.

25. In the event the owner or owners of the fee simple estate under the Ground Lease (herein referred to as "Landlord" for ease of reference) encumber or permit to be encumbered the whole or any portion of the fee simple interest in the mortgaged premises by any mortgage, security interest, mechanic's or materialman's lien, attachment, judgment or other lien of any kind or nature (hereinafter called "lien" or "liens" for ease of reference) resulting from any acts or neglects of the Landlord and which liens do or may have priority over, terminate, destroy or impair the leasehold estate of the Mortgagor herein, then the Mortgagor herein shall be deemed to have committed an act of default under the terms of this mortgage and the note which this mortgage secures; provided, however, that in the event such a lien is filed or any suit or action is instituted against the Landlord's fee simple interest in the demised premises, the Landlord shall have the right to timely and diligently defend such lien, suit or action until the same is finally concluded by an unappealable Order of a Court of competent jurisdiction in Landlord's favor adjudicating the nonexistence of such lien or the payment, release or satisfaction of the same in full. In the event of such act of default above described which act of default shall include the failure or refusal of the Landlord to defend any such lien, suit or action as aforesaid, the Mortgagee shall have the option to cure such default or defaults by payment and expenditure of such sums of money, including costs and attorneys' fees, as the Mortgagee in its discretion deems necessary for such purpose to preserve and maintain the continued existence of the leasehold estate the subject of this mortgage. If the Mortgagee advances, pays or expends such sums of money authorized above, the same shall be added to, be and become a part of the mortgage debt secured by this mortgage instrument, which the Mortgagor hereby agrees to pay to the Mortgagee immediately and without demand, together with interest from the date of each payment or payments of such funds and at the rate of interest provided in the note which this mortgage secures.

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