

23. Without limiting any of the Mortgagee's rights elsewhere provided in this Mortgage, Mortgagor agrees not to place any mortgage (a "Future Mortgage") on the mortgaged premises unless said Future Mortgage expressly provides that (a) said Future Mortgage is subject and subordinate to all of the terms, provisions and conditions of this Mortgage, including without limitation (i) the provisions of paragraph 19 hereof; (ii) the lien of this Mortgage, and (iii) any extensions, renewals and modifications of this Mortgage; (b) if any action or proceeding shall be brought to foreclose a Future Mortgage, no tenant of any portion of the Premises shall be named as a party defendant in any such foreclosure action or proceeding, nor shall any other action be taken with respect to any tenant of any portion of the Premises the effect of which would be to terminate any occupancy lease of any portion of the Premises without the consent of the holder of this Mortgage; (c) if any action or proceeding shall be brought to foreclose a Future Mortgage, no portion of the rents, issues and profits of the Premises shall be collected except through a receiver appointed by the Court in which such foreclosure action or proceeding is brought, after due notice of the application for the appointment of such receiver shall have been given to the holder of this Mortgage; and the rents, issues and profits so collected by such receiver shall be applied first to the payment of maintenance and operating charges and disbursements incurred in connection with the operation and maintenance of the Premises, and then to the payment of principal and interest due and owing on, or to become due and owing on this Mortgage; and if during the pendency of any such foreclosure action or proceeding, an action or proceeding shall be brought by the holder of this Mortgage for the foreclosure of this Mortgage and an application shall be made for an extension of such receivership for the benefit of the holder of this Mortgage, 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 the holder of this Mortgage and the holder of the Future Mortgage shall not be entitled to any portion thereof; (d) if an action or proceeding shall be brought to foreclose the Future Mortgage, due notice of the commencement thereof shall be given to the holder of this Mortgage and true copies of all papers served or entered in such action or proceeding shall be served upon the holder of this Mortgage; (e) in the event the holder of this Mortgage shall, for the purposes of restoration of all or any part of the improvements on or within the Premises, release its right, title and interest in and to the proceeds under policies of insurance thereon, and/or in and to any awards, or in and to other compensation, made for any damages, losses or compensation for other rights by reason of a taking in eminent domain, the holder of the Future Mortgage shall likewise for such purpose, release all of its right, title and interest, if any, in and to all such insurance proceeds or awards; (f) any assignment of rents or leases contained in the Future Mortgage or in any collateral assignment thereof if separate therefrom, shall be in and all respects subject and subordinate to this Mortgage and to any collateral assignment of such rents or leases if separate herefrom; (g) the holder of the Future Mortgage shall not acquire, by subrogation or otherwise, any lien, estate,

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