

In the event of default by Mortgagor and the enforcement by Mortgagee of any remedy under this Mortgage, the tenant under each Lease which is subordinate to this Mortgage shall at Mortgagee's request attorn to Mortgagee or any other person succeeding to the interest of Mortgagee as a result of such enforcement and shall recognize Mortgagee or such successor in interest as landlord under the Lease without change in the provisions thereof; provided, however, that Mortgagee or such successor in interest shall not be bound by (i) any payment of an installment of rent or additional rent which may have been made more than thirty (30) days before the due date of such installment or sixty (60) days before the end of the period covered by such installment, or (ii) any amendment or modification to the Lease made without the written consent of Mortgagee or such successor in interest. The failure to make any such tenants parties defendant to any foreclosure proceedings and to foreclose their rights will not be, nor be asserted by Mortgagor to be, a defense to any proceedings instituted by Mortgagee to collect the sums secured hereby and by the Note or to collect any deficiency remaining unpaid after a foreclosure sale of the Mortgaged Premises.

Mortgagor shall not permit or suffer an assignment or sublease of any Lease unless the original parties to such Lease remain liable for the performance of all obligations under the Lease, including the payment of rent. Mortgagor shall not accept payment of rent more than one (1) month in advance without Mortgagee's prior written consent. Mortgagor shall notify the Mortgagee immediately of any default asserted by any tenant. If Mortgagor fails to cure such default on its part, as landlord in any of the Leases, then Mortgagor expressly authorizes Mortgagee, at its option, to cure such default in order to prevent termination of any Lease by any tenant. If any such Lease is assigned to Mortgagee by separate instrument of assignment, and if, by reason of default of Mortgagor in the performance of any such Lease, the tenant has the right to cancel such Lease to