

aggregate sums then due and owing under the Notes less the aggregate amounts then due and owing with respect to all Underlying Mortgages together with the Mortgagor's acknowledgment that the Mortgagee shall have no further liability of any nature with respect to payments due and owing in connection with the Underlying Mortgages and the Mortgagor's agreement to indemnify and hold the Mortgagee harmless from any claims, causes of action, liability or damages (including attorneys' fees) arising out of or related to the Underlying Mortgages after the date of such indemnification, and upon receipt of the foregoing, the Mortgagee shall promptly cause the Notes to be marked satisfied and paid in full and returned to the Mortgagor and ~~the~~ Mortgage to be marked satisfied and discharged of record. this

14. Mortgagor shall not permit any further mortgages or encumbrances against the Premises without the prior written consent of Mortgagee, which consent shall not be unreasonably withheld;

15. The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

16. So long as any Underlying Mortgage constitutes a lien against the Premises, the following provisions shall be applicable:

A. The Mortgagee shall remain solely obligated and liable with respect to the indebtedness secured by the Underlying Mortgages and the Mortgagor shall assume no liability or obligation with respect thereto; provided, however, that such latter disclaimer of liability shall in no way relieve the Mortgagor with respect to liability for the payment of Notes in accordance with the terms thereof.

B. To the extent under the Mortgagor's control, the Mortgagor shall comply with all terms, conditions and covenants regarding the Premises set forth in the Underlying Mortgages; and any act or omission by Mortgagor which results in a default being declared in writing under any of the Underlying Mortgages shall constitute an event of default under this Mortgage. To the extent under the Mortgagee's control, the Mortgagee shall comply with all terms, conditions and covenants regarding the Premises set forth in the Underlying Mortgages. Each party shall promptly provide the other party with copies of all notices and other written communications from time to time given or received related to the Underlying Mortgages.