

such part thereof as may be in the possession of Mortgagor and upon an Event of Default, at the option of Mortgagee, will vacate and surrender the possession of the Mortgaged Property to Mortgagee or such receiver.

50. Mortgagor shall authorize and require that any Senior Mortgagee direct all notices of default or notices otherwise required to be given by any Senior Mortgagee, to both Mortgagee and Mortgagor.

51. Without the prior written consent of Mortgagee or Mortgagor, as the case may be, the other party shall not modify, extend or refinance any Senior Mortgage or any other mortgage which may be a senior lien upon the Mortgaged Property.

52. In the event that Mortgagee assigns its interest in the Note and this Mortgage, and the assignee assumes the obligations of Mortgagee hereunder by written notice to that effect to Mortgagor, or if this Mortgage shall be wholly consolidated with a Senior Mortgage, then, and upon the occurrence of either of such events, Mortgagee shall have no further obligation or liability with respect to the payment of a Senior Mortgage from and after the date of assignment.

53.a. So long as Mortgagor is not in default in the payment of any principal, interest or impounds due under the Note, or performance of any obligation, term, covenant or condition under either this Mortgage or any Senior Mortgage, Mortgagee shall make the installment payments of principal and interest due on each Senior Note as they become due. All payments of principal and interest shall be applied first to current installments coming due under each Senior Note and Senior Mortgage, and then to the account of Mortgagee, until the installment due under each Senior Note and Senior Mortgage shall have been paid in full. Mortgagee shall also remit impounds and additional interest received to the holders of any Senior Note for application under such Senior Note. In the event of a default by Mortgagee in its obligations under this Paragraph, Mortgagor shall have the right to pay such installments, impounds, additional interest and the like directly to the holders of any Senior Note, and to offset all such amounts (together with interest at the Default Rate) against the next maturing installments due Mortgagee under the Note. In addition, if Mortgagee shall fail to make the payments required under the AGS Note and the AGS Mortgage and Mortgagor shall be materially adversely affected thereby, then Mortgagor at its option shall be entitled to cause this Mortgage to be deemed satisfied in full.

Should there occur any default in the Senior Mortgage, other than failure to make those payments of principal, interest and impounds which Mortgagee has agreed to make hereunder, then Mortgagee, without obligation to do so, and without releasing Mortgagor from any obligation, but only after not less than ten (10) days' written notice to Mortgagor may perform the same in such manner and to such extent