

as it may deem necessary, Mortgagee being authorized to enter upon the premises for such purposes. Any advances made hereunder shall be repaid within seven days of notice thereof, together with interest thereon from the date of the advance to the date of repayment at the Default Rate.

54.a. Mortgagor herein agrees to comply with all of the terms, provisions, and conditions of each Senior Mortgage, other than those applicable to the payment of principal and interest, as provided herein. If the Mortgagor fails to comply with each and every one of the terms, obligations, covenants and conditions of each Senior Mortgage, or is in default under said Senior Mortgage, other than in respect to payments of principal, interest and impounds which Mortgagee has agreed to make, and such failure to comply or to cure the default shall continue beyond any grace period provided therein, said failure to comply or cure the default shall constitute a default hereunder, entitling Mortgagee at its option to avail itself immediately of any and all options, rights and remedies in case of default as set forth in this Mortgage.

In the event the terms of this Mortgage do not specifically describe Mortgagor's obligation to satisfy or to have satisfied all the terms, obligations, covenants and conditions of any Senior Mortgage, it shall nevertheless be Mortgagor's obligation to duly and timely comply therewith and Mortgagor's failure to satisfy such term, obligation, covenant or condition shall be deemed a default hereunder, entitling Mortgagee to avail itself immediately of any and all options, rights and remedies set forth in this Mortgage. All costs, expenses and damages of any kind reasonably incurred by Mortgagee in connection with any such default or any foreclosure sale as a result thereof, shall be added to the indebtedness secured hereby, shall be a lien on the Mortgaged Property secured by these presents, and shall bear interest at the Default Rate.

If for any reason the indebtedness secured by a Senior Mortgage is accelerated or the property secured by any Senior Mortgage or any part thereof is sold or about to be sold pursuant to any Senior Mortgage, whether by any power of sale, judicial action or otherwise, or any remedial action or proceeding is taken or instituted in respect of the property secured by a Senior Mortgage or any part thereof, the Mortgagor hereof shall indemnify and hold the Mortgagee harmless from any loss, cost, or expense incurred by the Mortgagee, including reasonable attorney's fees, (i) in contesting any such action taken or instituted or in attempting to reinstate such Senior Mortgage or (ii) on account of the acceleration of such Senior Mortgage, the legal sale of the property secured by such Senior Mortgage or the legal sale (whether to Mortgagee or another party) of such Senior Mortgage.

b. At such time as the Note is paid in full, the Mortgagee shall pay, out of the proceeds of the Note, all amounts (if any) then unpaid on each Senior Note, and shall cause each Senior Mortgage to be released and the