

(b) In the event a different Surety shall issue a Surety Bond for the benefit of the Bonds as permitted by the Loan Agreement and the Indenture, the new Surety or such person or entity as such Surety shall designate shall be substituted for the Surety (or its designee) then acting as Surety hereunder and the Developer, the then acting Surety and the new Surety shall execute and deliver such supplements and amendment hereto and to the other Loan Documents as shall be necessary to accomplish such substitution and the prior Surety shall deliver to the new Surety all moneys, investments and other properties then held by it as Surety hereunder.

(c) In the event no Surety Bond shall be in effect with respect to the Bonds at any time, the Surety, as of the termination date of the Surety Bond under which it was acting as Surety, shall assign and transfer to the Trustee all rights, remedies, titles, interests, powers, duties, discretions and options granted to the Surety hereunder, and shall deliver to the Trustee all moneys, investments and other properties then held by it as Surety hereunder and thereafter, the Trustee shall have and possess all rights, remedies, titles, interests, powers, duties, discretions and options of the Surety hereunder as though the word Surety were changed to Trustee throughout this Mortgage.

SECTION 27. EFFECT OF EXTENSIONS AND AMENDMENTS.

Subject to the provisions of Section 39, if the payment of the Indebtedness Hereby Secured, or any part thereof, be extended or varied, or if any part of the security or guaranties therefor be released, all persons now or at any time hereafter liable therefor, or interested in the Premises, shall be held to assent to such extension, variation or release, and their liability, and the lien, and all provisions hereof, shall continue in full force and effect; the right of recourse against all such persons being expressly reserved by the Co-Mortgagees, notwithstanding any such extension, variation or release. Any person, firm or corporation taking a junior mortgage, or other lien upon the Premises or any part thereof or any interest therein, with the prior written consent of the Co-Mortgagees shall take the said lien subject to the rights of the Trustee and the Surety to amend, modify, extend or release the First Secured Note, this Mortgage or any other document or instrument evidencing, securing or guarantying the Indebtedness Hereby Secured, in each and every case without obtaining the consent of the holder of such junior lien and without the lien of this Mortgage losing its priority over the rights of any such junior lien.

SECTION 28. ADDITIONAL INDEBTEDNESS.

At all times, this Mortgage secures as part of the Indebtedness Hereby Secured the payment of any and all reasonable loan commissions, service charges, liquidated damages, attorney's fees, expenses and advances due to or incurred by the Co-Mortgagees, in connection with the Indebtedness Hereby Secured, all in accordance with the First Secured Note, this Mortgage, and any of the Loan Documents.