

by Mortgagee, upon which event all such fees shall be due and payable on the Maturity Date of the Note.

(F) Notwithstanding any provision in this Paragraph 53 to the contrary, in determining whether the fee pursuant to the Minimum Release Fee schedule contained in subparagraph (A) of this Paragraph is greater than any other fee calculation, all fees theretofore paid pursuant to the provisions of this Paragraph shall be aggregated to such date and credited against the Minimum Release Fee.

(54) With respect to any mortgage which is superior to the lien of this Mortgage (hereinafter called the "Prior Lien"), Mortgagor hereby represents, warrants, covenants and agrees that:

(a) Mortgagor will promptly perform and observe all of the terms, covenants and conditions required to be performed and observed by Mortgagor under the Prior Lien, within the time periods prescribed therein, and will do all things necessary to preserve and keep the Prior Lien free from default.

(b) Mortgagor will promptly notify Mortgagee in writing of any default by Mortgagor in the performance or observance of any of the terms, covenants or conditions on the part of Mortgagor to be performed under the Prior Lien.

(c) Mortgagor will (1) promptly notify Mortgagee by telephone of the receipt by Mortgagor of any notice from noteholder under the Prior Lien and of any notice noting or claiming any default by Mortgagor in the performance or observance of any of the terms, covenants or conditions on the part of Mortgagor to be performed or observed under the Prior Lien, and (2) promptly cause a copy of each such notice received by Mortgagor from the holder under the Prior Lien to be delivered to Mortgagee.

(d) Mortgagor will furnish to Mortgagee, upon demand, proof of payment of all items which are required to be paid by Mortgagor pursuant to the Prior Lien and proof of payment of which is required to be given to the holder under the Prior Lien.

(e) Mortgagor will not accept any additional advances or loans from the holder of the Prior Lien which would be secured by the Prior Lien respectively without Mortgagee's prior written consent.

(f) Mortgagor agrees not to effect any modifications or amendments to the Prior Lien or any other document securing such loan without the prior written consent of Mortgagee.

(g) In connection with any foreclosure sale (judicial or nonjudicial) of the Mortgaged Property or any portion thereof pursuant to the Prior Lien or any other instrument securing the Prior Lien, Mortgagor hereby assigns to Mortgagee any proceeds payable to Mortgagor which are derived from or in connection with such sale to the extent of the amount owed to Mortgagee hereunder.

The lien of this Mortgage shall additionally secure, solely for the benefit of Mortgagee, (i) payment of the indebtedness evidenced by the Prior Lien, and (ii) the performance of all covenants, obligations, and agreements of Mortgagor pursuant to the Prior Lien. Any default under the Prior Lien shall likewise constitute a default hereunder, in which event Mortgagee shall have all of the rights and remedies provided in the Note or in this Mortgage.