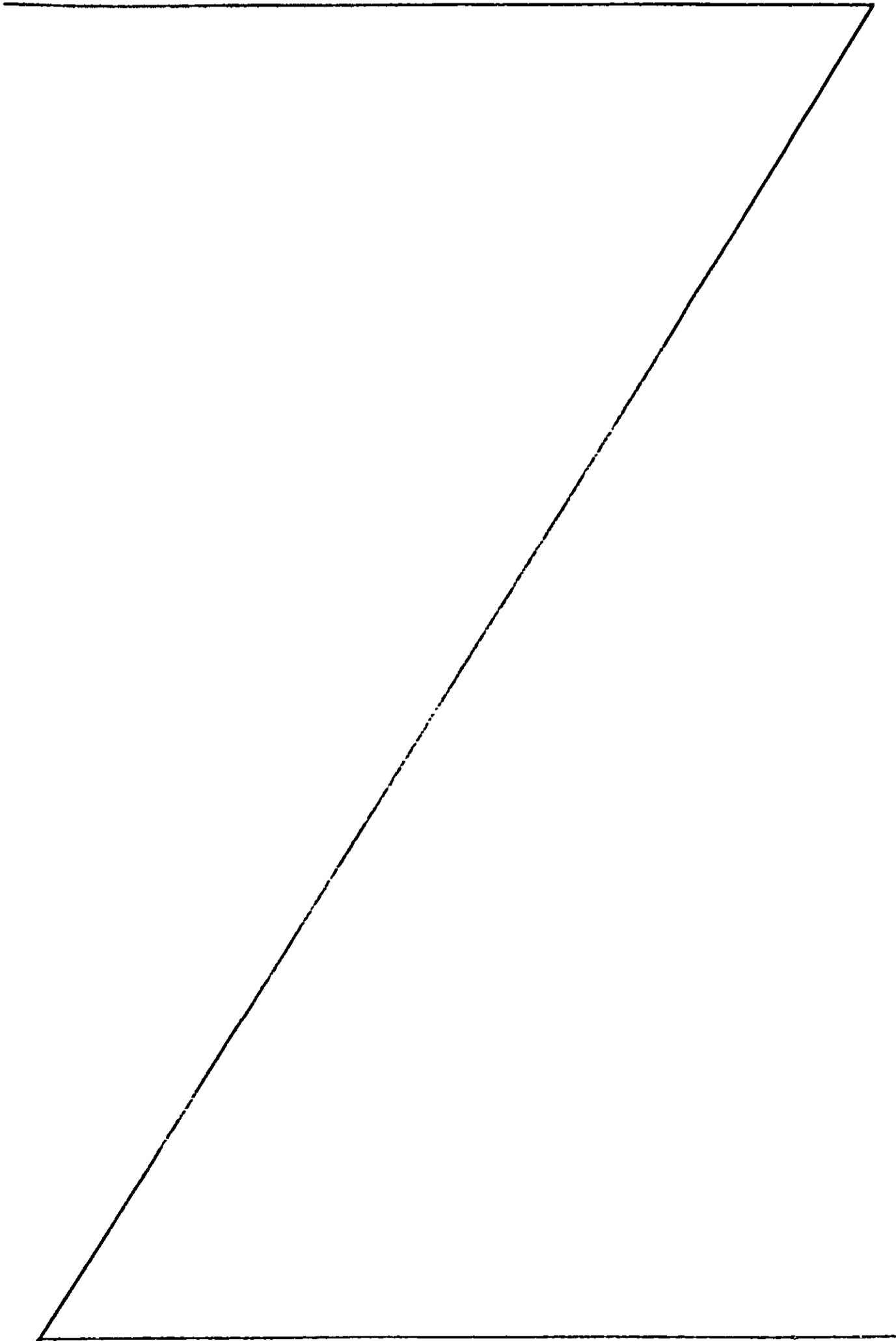


36. Notwithstanding anything to the contrary contained in this Mortgage, in the event of any termination of the A&P Lease or any failure by the holder of the A&P Lease to make rental payments thereunder as a result of obtaining the protection of any court of competent jurisdiction, then all payments pursuant to this Mortgage in excess of those required to pay the constant payments of principal and interest due pursuant to the First Mortgage and/or New First Mortgage shall abate for a period of one year and the payments not made as a result of such abatement shall be payable on the maturity of the First Mortgage and/or any New First Mortgage.



0.3.3.8

4328 (V-2)