

subject loan, Mortgagee, may, but without obligation so to do and without further notice to or demand upon and without releasing Mortgagor from any obligations hereunder, make or do the same in such manner and to such extent as it may deem necessary to protect the security hereof, Mortgagee being authorized to enter upon such Property for such purposes; commence, appear in, and defend or otherwise participate in any action or proceeding purporting to affect the security hereof or the rights or powers of Mortgagee conferred by this Mortgage whether brought by or against Mortgagor or Mortgagee; pay, purchase, contest, or compromise any right, claim, encumbrance, charge, or lien which in the judgment of Mortgagee appears to be prior or superior hereto, and take such action in connection with any of the foregoing matters as Mortgagee considers desirable; and in exercising any such powers, pay necessary expenses, employ counsel and pay his reasonable fees (subject to the aforesaid \$100,000 limitation on such fees), and the exercise of discretion by the Mortgagee in these matters shall be final and conclusive and binding upon Mortgagor. Nothing herein contained, however, shall be construed as requiring the Mortgagee to give any notice in connection with any monetary default by Mortgagor, it being expressly agreed that the Mortgagor has waived any and all such notices in connection with any monetary defaults under any instrument evidencing or securing the subject loan.

8. That without affecting the liability of Mortgagor or any other person (except any person expressly released in writing) for payment of any indebtedness secured hereby or for performance of any obligation contained herein, and without affecting the rights of Mortgagee with respect to any security not expressly released in writing, Mortgagee may, at any time and from time to time, either before or after the maturity of