

(i) Make all necessary and proper maintenance, repairs, renewals, replacements, additions, betterments and improvements thereto and thereon and purchase or otherwise acquire additional fixtures, personalty and other property;

(ii) Insure or keep the Property insured;

(iii) Manage and operate the Property and exercise all the rights and powers of Borrower, in its name or otherwise, with respect to the same; and

(iv) Enter into agreements with others to exercise the powers herein granted Lender;

all as Lender, in its judgment from time to time, may determine; and Lender may collect and receive all the income, revenues, rents, issues and profits of the same, including those past due as well as those accruing thereafter; and shall apply the monies so received by Lender in such priority as Lender may determine to (1) the payment of principal and accrued interest on the Revolving Credit Note, the Term Note, or any other indebtedness secured hereby, (2) the deposits for taxes and assessments and insurance premiums due, (3) to the cost of insurance, taxes, assessments and other proper charges upon the Property or any part thereof, and (4) the reasonable compensation, expenses and disbursements of the agents and attorneys.

Lender shall surrender possession of the Property to Borrower only when all that is due upon such interest, tax and insurance deposits and principal installments and under any of the terms of this Mortgage shall have been paid and all defaults made good. The same right of taking possession, however, shall exist if any subsequent Event of Default shall occur and be continuing.

14. Purchase by Lender. Upon any such foreclosure sale, Lender may bid for and purchase the Property and, upon compliance with the terms of sale, may hold, retain and possess and dispose of such Property in its own absolute right without further accountability. In the event the bid is in excess of sums due Lender under the terms of this Mortgage, such excess shall be paid promptly to Borrower.

15. Application of Indebtedness Towards Purchase Price. Upon any such foreclosure sale, Lender may, if permitted by law, after allowing for the proportion of the total purchase price required to be paid in cash and for the costs and expenses of the sale, compensation and other charges in paying the purchase price, apply any portion of or all sums due to Lender under this Mortgage in lieu of cash, to the amount which shall, upon distribution of the net proceeds of such sale, be payable thereon.

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