

default, demand that such sale should be made, postponement of sale, terms of sales, sale purchase, payments or purchase money, and any other fact affecting the regularity or validity of such sale or disposition, and such recitals shall be conclusive proof of the truth of such facts. This Mortgage and the right of foreclosure or sale hereunder shall not be impaired or exhausted by one or any foreclosure or by one or any sale, and may be foreclosed or sold successively and in parts, until all of the Collateral has been sold or foreclosed against and sold. In case of any foreclosure (or commencement thereof or preparation therefor) of this Mortgage in any court, or in case of any exercise of the power of sale of this Mortgage, all expenses of every kind paid or incurred by the Mortgagee for the enforcement, protection, or collection of this security, including reasonable costs, attorneys' fees, stenographers' fees, costs of advertising, costs of documentary evidence of title (including title insurance) and all other related charges and costs, shall be paid by the Mortgagor and shall be Secured Obligations hereunder.

4. Remedies for Leases and Rents. While a Period of Actionable Default shall have commenced and be continuing whether before or after institution of legal proceedings to foreclose the lien of this Mortgage or before or after the sale thereunder, the Mortgagee shall be entitled in its discretion, to the extent permitted by law, to do any of the following: (i) as attorney-in-fact or agent of the Mortgagor, or in its own name as Mortgagee and under the powers herein granted, hold, operate, manage and control the Premises and all other Collateral and conduct the business, if any, thereof either personally or by its agents, contractors or nominees, with full power to use such measures, legal or equitable, as in its discretion may be deemed proper or necessary to enforce the payment of any Rents, the Leases and other Collateral relating thereto (including actions for the recovery of Rent, actions in forceable detainer and actions in distress of Rent); (ii) cancel or terminate any Lease or sublease for any cause or on any ground which would entitle the Mortgagor to cancel the same; (iii) elect to disaffirm any Lease or sublease made subsequent hereto or subordinated to the lien hereof; and (iv) receive all Rents and proceeds, and perform such other acts in connection with the management and operation of the Collateral as the Mortgagee in its discretion may deem proper, the Mortgagor hereby granting full power and authority to exercise each and every of the rights, privileges and powers contained herein at any and all times while a Period of Actionable Default shall have commenced and be continuing without notice to the Mortgagor. The Mortgagee, in the exercise of the rights and powers conferred upon it hereby, shall have full power to use and apply the Rents to the payment of or on account of the following, in such order as it may determine: operating expenses of the Premises; taxes, charges and special assessments; the costs of all repairs, renewals, replacements, alterations, additions, or betterments, and improvements of the Premises. Alternatively, at the election of the Mortgagee in its sole discretion, it may deposit the Rents into the Collateral Account to be held or applied in accordance with the Trust Agreement.