

Mortgage [other than any such failure set forth in Subparagraphs (i) through (viii) above] or in any other instrument given with respect to the Secured Indebtedness, which failure shall continue for thirty (30) days after delivery of notice of the failure from Mortgagee to Mortgagor; provided, however, if such failure practically cannot be cured within that thirty (30) day period, then for such period of time as reasonably shall be necessary to promptly commence and diligently prosecute to completion the cure of the failure; or

(x) Failure by Mortgagor in observing or performing any term, covenant or condition of either of the Prior Mortgages or a default or an Event of Default occurs under either of the Prior Mortgages and is asserted as a default or an event of default by the holder(s) thereof; provided, however, a waiver of any such failure, default or Event of Default by the holder of a Prior Mortgage, whichever holder is entitled to waive such matter, or the cure by Mortgagor of such failure, default or Event of Default and the acceptance thereof by the holder of a Prior Mortgage, whichever holder is entitled to accept such cure, will automatically result in the cure of that particular Event of Default under this Subparagraph 11(x); or

(xi) Failure by Mortgagor to observe the terms of Article 10;

then and thereupon Mortgagee may do any one or more of the following:

(a) During the continuance of any such Event of Default, Mortgagee may declare the entire principal of the Note then outstanding (if not then due and payable), and all accrued and unpaid interest thereon, to be due and payable immediately, and upon any such declaration the principal of the Note and said accrued and unpaid interest shall become and immediately be due and payable, anything in the Note or in this Mortgage to the contrary notwithstanding, and this Mortgage may be foreclosed;

(b) During the continuance of any such Event of Default, Mortgagee personally, or by its agents or attorneys, may enter into and upon all or any part of the Premises, and each and every part thereof, and may exclude Mortgagor, its agents and servants wholly therefrom; and may use, operate, manage and control the Premises and conduct the business thereof, either personally or by its superintendents, managers, agents, servants, attorneys or receivers, and upon every such entry, Mortgagee, at the expense of the Premises, may from time to time, either by purchase, repairs or construction, maintain and restore the Premises, of which it shall become possessed as aforesaid; and likewise, from time to time, at the expense of the Premises, Mortgagee may make all necessary or proper repairs, renewals and replacements and such useful alterations, additions, betterments and improvements thereto and thereon as to it may seem advisable; and in every such case Mortgagee shall have the right to manage and operate the Premises and to carry on the business thereof and exercise all rights and powers of Mortgagor with respect thereto either in the name of Mortgagor or otherwise as it shall deem best, and Mortgagee shall be entitled to collect and receive all earnings, revenues, rents, issues, profits and income of the Premises and every part thereof, all of which shall for all purposes constitute property of Mortgagor; and after deducting the expenses of conducting the business thereof and of all maintenance, repairs, renewals, replacements, alterations, additions, betterments and improvements and amounts necessary to pay for taxes, assessments, insurance and prior or other proper charges upon the Premises or any part thereof, as well as just and reasonable compensation for the services of