

III. Mortgagee shall, at its option, have the right, acting through itself, its agents or attorneys, either with or without process of law, forcibly or otherwise, to enter upon and take possession of the premises and property, expel and remove any persons, goods or chattels, occupying or upon the same, and to collect or receive all the rents, issues and profits thereof, and to manage and control the same, and to lease the same or any part thereof from time to time, and after deducting all reasonable attorneys' fees, and all expenses incurred in the protection, care, maintenance, management and operation of the premises, applying the remaining net income upon the indebtedness secured hereby, or upon any deficiency decree entered by virtue of any sale held pursuant to a decree of foreclosure.

17. In any foreclosure of this Mortgage there shall be allowed and included in the decree for sale, to be paid out of the rents or proceeds of such sale:

(a) All principal and interest remaining unpaid and secured hereby,

(b) All other items advanced or paid by Mortgagee pursuant to this Mortgage with interest at seven per centum (7%) per annum from the date of advancement,

(c) All court costs, attorneys' fees, appraisers' fees, expenditures for documentary and expert evidence, stenographer's charges, publication costs and costs (which may be estimated as items to be expended after entry of the decree) of procuring all abstracts of title, title searches and examinations, title guarantee policies and similar data with respect to title, as Mortgagee may deem necessary. All expenditures and expenses of the type mentioned in this subparagraph (c) shall become so much additional indebtedness secured hereby and immediately due and payable, with interest at seven per centum (7%) per annum, when paid or incurred by Mortgagee, in connection with (i) any proceeding, including probate and bankruptcy proceedings, to which Mortgagee shall be party, either as plaintiff, claimant or defendants, by reason of this Mortgage or any indebtedness hereby secured; or (ii) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (iii) preparations for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced. The proceeds of any foreclosure shall be distributed and applied to the items described in subparagraphs (a), (b) and (c) in order of priority inversely to the manner in which said subparagraphs are above listed and any surplus of the proceeds of such sale shall be paid to Mortgagor.

18. No remedy or right of Mortgagee shall be exclusive of but shall be in addition to every other remedy or right now, or hereafter, existing at law or in equity. No delay in exercising or omission to exercise, any remedy or right, accruing on any default, shall impair any such remedy or right, or shall be construed to be a waiver of any such default, or acquiescence therein, nor shall it affect any subsequent default of the same or a different nature. Every such remedy or right may be exercised concurrently or independently, and when and as often as may be deemed expedient by Mortgagee.

19. Within ninety days after the close of Mortgagor's fiscal year, Mortgagor shall deliver to Mortgagee a detailed operating statement covering the subject property in the form customarily used for similar operations and certified as correct by the Mortgagor..

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