

with respect to the same, and (iv) enter into any and all agreements with respect to the exercise by others of any of the powers herein granted by the Borrower and Lowndes, all as the Mortgagee may, from time to time, determine to be to its best advantage; and the Mortgagee may collect and receive all of the income, rents, profits, issues and revenues of the premises, including the past due as well as those accruing thereafter and, after deducting, (aa) all expenses of taking, holding, managing and operating the premises (including compensation for the services of all persons employed for such purposes); (bb) the cost of all such maintenance, repairs, renewals, replacements, additions, betterments, improvements, purchases and acquisitions; (cc) the cost of such insurance; (dd) such taxes, assessments, and other charges prior to the lien of this mortgage and such utility charges as the Mortgagee may determine to pay; (ee) other proper charges upon the premises or any part thereof and (ff) the reasonable compensation and expenses of attorneys and agents of the Mortgagee, shall apply the remainder of the money so received by the Mortgagee, first to payment of accrued interest; then to the payment of escrow deposits required by this mortgage and finally to the payment of overdue installments of principal.

(c) For the purpose of carrying out the provisions of this Third paragraph of Article II, the Borrower and Lowndes hereby constitute and appoint the Mortgagee the true and lawful attorney in fact of the Borrower and Lowndes to do and perform, from time to time, any and all actions necessary and incidental to such purpose and do by these presents, ratify and confirm any and all actions of said attorney in fact in the premises.

(d) Whenever all such events of default have been cured and satisfied, the Mortgagee shall surrender possession of the premises to the Borrower and Lowndes, provided that the right of the Mortgagee to take possession from time to time, pursuant to subparagraph (a) of this Third paragraph of Article II shall exist if any subsequent default shall occur and be continuing.

Fourth: APPOINTMENT OF A RECEIVER.

(a) If an event of default shall have occurred and be continuing, the Mortgagee, upon application to a court of competent jurisdiction, shall be entitled without notice and without regard to the adequacy of any security the indebtedness hereby secured or the solvency of any party bound for its payment, to the appointment of a receiver to take possession of and to operate the premises and to collect the rents, profits, issues and revenues thereof.

(b) The Borrower will pay to the Mortgagee, upon demand, all expenses, including receiver's fees, attorneys' fees, costs and agent's compensation, incurred pursuant to the provisions contained in this Fourth paragraph of Article II.

Fifth. DISCONTINUANCE OF PROCEEDINGS AND RESTORATION OF THE PARTIES. In case the Mortgagee shall have proceeded to enforce any right or remedy under this mortgage and security agreement by receiver, entry, foreclosure or otherwise, and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely to the Mortgagee, then and in every such case the Borrower and Lowndes and the Mortgagee shall be restored to their former positions and rights hereunder, and all rights, powers and remedies of the Mortgagee shall continue as if no such proceeding had been taken.

Sixth: REMEDIES CUMULATIVE. No rights, power or remedy conferred upon or reserved to the Mortgagee by this mortgage and security agreement is intended to be exclusive of any other right, power, or remedy, but each and every such right, power, and remedy shall be cumulative and concurrent and shall be in addition