

indebtedness evidenced by the Note shall not be satisfied to the extent of the deficiency in such proceeds to pay the Note balance, but such indebtedness shall continue in existence and continue to be evidenced by the Note and, together with any deficiency as to any other amounts provided for in such judgment or decree or provided for by applicable law, shall continue to be secured by all of the other documents and all of the mortgages and other instruments securing or pledged to secure the indebtedness evidenced by the Note immediately prior to any such decree or judgment of foreclosure, except this Mortgage. If the Lender shall acquire the Mortgaged Property as a result of any such foreclosure sale (whether by bidding all or any of the indebtedness secured hereby or otherwise), the proceeds of such sale shall not be deemed to include (and the Borrower shall not be entitled to any benefit or credit on account of) proceeds of any subsequent sale of the Mortgaged Property by the Lender. Without limitation of any other provision hereof, the Borrower further agrees that if any mortgage (other than this Mortgage) which secures or is pledged to the Lender to secure the indebtedness evidenced by the Note, is foreclosed and sale is made of the property subject to such mortgage pursuant to foreclosure proceedings, and if the proceeds of such sale (after application of such proceeds as provided in such mortgage and after deducting all accrued general and special taxes and assessments) are not sufficient to pay the Note balance and any other amounts provided for in the decree or judgment of foreclosure or provided for by applicable law, then the indebtedness evidenced by the Note shall not be satisfied to the extent of the deficiency in such proceeds to pay the Note balance, but such indebtedness shall continue in existence and continue to be evidenced by the Note and, together with any deficiency as to any other amounts provided for in such judgment or decree or provided for by applicable law, shall continue to be secured by this Mortgage and all of the other documents and all of the mortgages and other instruments securing or pledged to secure the indebtedness evidenced by the Note immediately prior to any such decree or judgment of foreclosure, except such mortgage.

#### ARTICLE III

3.01 Suits to Protect the Mortgaged Property. The Lender shall have power (a) to institute and maintain such suits and proceedings as it may deem expedient to prevent any impairment of the Mortgaged Property by any acts which may be unlawful or in violation of this Mortgage; (b) to preserve or protect its interest in the Mortgaged Property and in the rents, issues, profits and revenues arising therefrom; and (c) to restrain the enforcement of or compliance with any legislation or other governmental enactment, regulation, rule, order or other requirement that may be unconstitutional or otherwise invalid, if the enforcement of or compliance with such enactment, regulation, rule, order or other requirement would impair the security hereunder or be prejudicial to the interest of the Lender, and all costs and expenses incurred by the Lender in connection therewith (including, without limitation, attorneys' fees) shall be paid by the Borrower to the Lender on demand (with interest at the Default Rate) and shall be additional indebtedness secured hereby.

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