

B(2) Upon default by Mortgagor as hereinabove provided in paragraph B(1), or upon the occurrence of any of the events therein described, Mortgagee may, subject to the provisions of Paragraph B(8), at its option, send notifications to any and all lessees and tenants of the Mortgaged Property that future payments under or relating to the Leases shall be made to Mortgagee. Thereafter, Mortgagee shall be entitled to collect said rents and payments until Mortgagor cures all defaults hereunder, and shall apply such rents and payments collected in the manner set forth in paragraph A(10)(c) hereof.

B(3) Upon default by Mortgagor as hereinabove provided in Paragraph B(1), or upon the occurrence of any of the events therein described, Mortgagee may, subject to the provisions of Paragraph B(8), and without regard to the adequacy of any security for the indebtedness or obligation hereby secured, in person or by an agent or employee, or by a receiver appointed by a court of competent jurisdiction, enter upon and take possession of all or any part of the Mortgaged Property and Mortgagor shall on demand peaceably surrender possession thereof to Mortgagee. Mortgagee, in its own name or in the name of Mortgagor, may operate and maintain all or any part of the Mortgaged Property to such extent as Mortgagee deems advisable, and may rent and lease the same to such persons for such periods of time and on such terms and conditions as Mortgagee in its sole discretion may determine, and may sue for or otherwise collect any and all of the rents, issues and profits thereof, including those past due and unpaid. In dealing with the Mortgaged Property as a mortgagee in possession, Mortgagee shall be without any liability, charge, or obligation therefor to Mortgagor, other than for willful misconduct, and shall be entitled to operate any business then being conducted or which could be conducted thereon or therewith at the expense of and for the account of Mortgagor (and all net losses, costs and expenses thereby incurred shall be advancements governed by Paragraph A(5) hereof), to the same extent as the owner thereof could do, and to apply the rents, issues and profits, first to the payment of receiver's expenses, if any, for the management of the Mortgaged Property, and then in the manner provided in Paragraph A(10)(c) herein.

B(4) At any time after institution of foreclosure proceedings, a receiver may, upon application of the Mortgagee, be appointed by any court of competent jurisdiction to take charge of all of the Mortgaged Property, to manage, operate and carry on any business then being conducted or which could be conducted on the Mortgaged Property, and to carry on, protect, preserve, replace and repair the Mortgaged Property and receive and collect all the rents, issues and profits thereof, and to apply the same first to the payment of receiver's expenses for the management, operation, and protection of such business and the Mortgaged Property, and then in the manner provided in Paragraph A(10)(c) herein. Upon appointment of such receiver, Mortgagor shall deliver up possession of all of the Mortgaged Property and the whole thereof to such receiver forthwith.

B(5) In the event that it becomes necessary for the Mortgagee to employ legal counsel or to take legal action to collect the indebtedness secured hereby, to enforce any provision hereof, or to protect any of Mortgagee's rights hereunder, Mortgagor agrees to pay to Mortgagee in addition to costs of any legal proceeding or action, reasonable attorneys' fees actually incurred, including, but not limited to, reasonable attorneys' fees incurred in connection with any appeal of any judgment or other court determination, and all costs of preparation and conduct of such proceedings, including costs of title searches and title policy commitments, all of which shall be lien upon the Mortgaged Property and secured by these presents.

B(6) In addition to any remedies provided herein for breach or default hereof, Mortgagee shall have all other remedies allowed under

0239

4328 RV.21