

this Mortgagee, dated March 21, 1983 (except to the extent that the default under the Agreement relates to the other Motel property purchased under such Agreement), or of any security agreement given to secure the note secured hereby, or of any applicable lease or sublease for the real property on which the premises are located, then, at the option of the Mortgagee, the indebtedness secured by this Mortgage shall become immediately due and payable, and this mortgage may be foreclosed. Should any legal proceedings be instituted for the foreclosure of this mortgage, or should the Mortgagee become a party to any suit involving this Mortgage or the title to the premises described herein, or should the debt secured hereby or any part thereof be placed in the hands of an attorney at law for collection by suit or otherwise, all costs and expenses incurred by the Mortgagee, and a reasonable attorney's fee, shall thereupon become due and payable immediately or on demand, at the option of the Mortgagee, as a part of the debt secured hereby, and may be recovered and collected hereunder;

12. Mortgagor hereby assigns all rents, issues and profits of the mortgaged premises from and after any default hereunder, and in the event of default hereunder, Mortgagee at its option shall be entitled to the appointment of a receiver to enter upon and take possession of the mortgaged premises and to collect all rents, revenues, issues, income, products and profits thereof and apply the same as a court of competent jurisdiction may direct. The receiver shall have all rights and powers as conferred by applicable law, together with such other powers as the court making such appointment shall confer, with all expenses thereof, including but not limited to reasonable attorneys' fees, to be secured by this Mortgage.

13. Any forbearance by Mortgagee in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not constitute a waiver of any subsequent exercise of any such right or remedy and shall not preclude any future exercise of such right or remedy. All remedies provided in this Mortgage are distinct from and cumulative to any other right or remedy under this Mortgage, the note secured hereby, or afforded by law or equity, and may be exercised concurrently, independently or successively.

14. In the event that any of the covenants, agreements, terms or provisions contained in the note secured hereby, this Mortgage, or any other instrument securing the note secured hereby shall be invalid, illegal or unenforceable in any respect, the validity of the remaining covenants, agreements, terms or provisions contained therein shall in no way be affected, prejudiced or invalidated thereby and shall remain in full force and effect.