

graph 20, the Mortgagee and its agents or assigns are authorized to (i) take possession of the Property, with or without legal action, and by force if necessary; (ii) lease the same; (iii) collect all rents and profits therefrom; and (iv) after deducting all costs of collection and administration expense, apply the net rents and profits to the payment of Impositions, insurance premiums and all other carrying charges (including, but not limited to, agents' compensation and fees and costs of counsel and receivers) and to the maintenance, repair or restoration of the Property, or on account and in reduction of the Obligations, in such order and amounts as the Mortgagee in the Mortgagee's sole discretion may elect. The Mortgagee shall be liable to account only for rents and profits actually received by the Mortgagee.

24. Expenses of Mortgagee. All costs and expenses paid or incurred by the Mortgagee (including, without limitation, attorneys' fees), in any action, proceeding or dispute of any kind in which the Mortgagee is made a party or appears as party plaintiff or defendant, affecting the Mortgagee, this Mortgage and/or one or more of the other Loan Documents or the Property, including, but not limited to, the enforcement of this Mortgage, any condemnation action involving the Property, any action to protect the security hereof, or any case or proceeding in probate or under Title 11 of the United States Code, with interest from the time of payment by the Mortgagee at the Default Rate shall, on demand, be immediately due from

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