

purposes, or changing the manner of collection of any such taxes, and Mortgage or the Notes, the Mortgagor shall hold the Mortgagee harmless and shall indemnify the Mortgagee against any liability of any nature whatsoever as a result of the imposition of any such tax.

10. Events of Default. Any breach, violation, or failure to perform, observe or comply with, any term, condition, covenant, agreement or other obligation under this Mortgage by the Mortgagor, or the occurrence of an Event of Default under the Agreement, shall be deemed an event of default hereunder and shall entitle the Mortgagee to exercise its remedies hereunder and under any of the Loan Documents or as otherwise provided by law. The failure of the Mortgagor to pay in accordance with the terms hereof any taxes or assessments assessed or levied against the mortgaged premises, or any installment thereof, or any premiums payable with respect to any insurance policy covering the mortgaged premises, or any installment thereof, shall constitute waste and an event of default hereunder.

11. Remedies upon Default. Immediately upon the occurrence of any of the events of default referred to above in Paragraph 10, the Mortgagee shall have the option, in addition to and not in lieu of or substitution for all other rights and remedies provided in this Mortgage or any other Loan Documents or provided by law, and is hereby authorized and empowered by the Mortgagor, to do any or all of the following:

(a) Declare the entire unpaid amount of the Mortgage Indebtedness, together with accrued and unpaid interest thereon, and any and all charges payable by the Mortgagor to the Mortgagee pursuant to any of the Loan Documents, immediately due and payable and, at the Mortgagee's option, (i) bring suit therefor, or (ii) bring suit for any delinquent payment of or upon the Mortgage Indebtedness, or (iii) take any and all steps and institute any and all proceedings that the Mortgagee deems necessary to enforce payment of the Mortgage Indebtedness and performance of other obligations secured hereunder and to protect the lien of this Mortgage.

(b) Commence foreclosure proceedings against the mortgaged premises through judicial proceedings or by advertisement, at the option of the Mortgagee, pursuant to the statutes in such case made and provided, and to sell the mortgaged premises or to cause the same to be sold at public sale, and to convey the same to the purchaser, in accordance with said statutes in a single parcel or in several parcels at the option of the Mortgagee. Each purchaser at any such sale or other disposition shall hold the mortgaged premises