

BOOK 1032-297

of any rents; and perform any acts which Mortgagee deems proper to protect the security of this Mortgage. After deduction of all costs and expenses of operation and management of the Mortgaged Premises and of collection of the rents (including attorneys' fees, administration expenses, management fees and brokers' commissions), Mortgagee may apply the rents received by Mortgagee to the payment of any or all of the following, in such order and amounts as Mortgagee, in its sole discretion, may elect: liens on any of the Mortgaged Premises, taxes, claims, insurance premiums, other carrying charges, invoices of persons who have supplied goods or services to or for the benefit of any of the Mortgaged Premises, costs and expenses of maintenance, repair, restoration, alteration or improvement of any of the Mortgaged Premises, the outstanding principal balance of the Loan, or accrued interest. Mortgagee may, in its sole discretion, determine the method by which, and extent to which, the rents will be collected and obligations of tenants enforced. Mortgagee may waive or fail to enforce any right or remedy of the landlord under a lease. Mortgagee shall not be accountable for any rents or other sums it does not actually receive. Upon and after default, Mortgagor hereby appoints Mortgagee as its attorney-in-fact to perform all acts which Mortgagor is required or permitted to perform under any and all leases.

(e) Mortgagor hereby authorizes and empowers any attorney or attorneys of any court of the several states or of the United States of America to appear for Mortgagor and, as attorney for Mortgagor, to sign an agreement for entering an amicable action of ejectment for possession of any of the Mortgaged Premises, and to confess judgment therein against Mortgagor in favor of Mortgagee. For so doing, this Mortgage or a copy hereof certified by affidavit shall be a sufficient warrant. Thereupon, a writ of possession may immediately issue for the possession of any of the Mortgaged Premises, without any prior writ or proceeding whatsoever. Mortgagee may bring such amicable action in ejectment before or after: (i) the institution