

2.04 Performance by the Lender

(a) If the Borrower shall default in the payment, performance or observance of any term, covenant or condition of this Mortgage, the Lender may, at its option, pay, perform or observe the same, and all payments made or costs or expenses incurred by the Lender in connection therewith shall be secured hereby and shall be, without demand, immediately repaid by the Borrower to the Lender with interest thereon at the default rate provided in the Note. The Lender shall be the sole judge of the necessity for any such actions and of the amounts to be paid. The Lender is hereby empowered to enter and to authorize others to enter upon the Premises or any part thereof for the purpose of performing or observing any such defaulted term, covenant or condition without thereby becoming liable to the Borrower or any person in possession holding under the Borrower.

(b) If the Borrower shall default in the observance of any obligation of the landlord pursuant to any lease being assigned to the Lender by the Borrower in that certain Assignment of Lessor's Interest in Lease of even date herewith, the Lender may at its option, and is hereby authorized to, pay any sums in any form or manner or perform any acts deemed expedient by the Lender to cure such Default and to rely on any representations and statements of the lessees under such leases. Any such funds may be expended by the Lender without inquiry into the accuracy or validity thereof. Any amounts so expended shall bear interest as provided in the Note. All sums so expended by the Lender with interest shall be immediately repaid by the Borrower to the Lender and shall be secured hereby.