

10.4 Suits; Attornment. Notwithstanding the License or the nonoccurrence of an Event of Default, Mortgagee hereby reserves and may exercise the right and Mortgagor hereby acknowledges that Mortgagee has the right (but not the obligation) to collect, demand, sue for, attach, levy, recover and receive any Rent, to give proper receipts, releases and acquittances therefor and, after deducting the expenses of collection, to apply the net proceeds thereof as a credit upon any portion of the Indebtedness selected by Mortgagee, notwithstanding that such portion selected may not then be due and payable or that such portion is otherwise adequately secured. Mortgagor hereby authorizes and directs any lessee of the Mortgaged Property to deliver any such payment to, and otherwise to attorn all other obligations under the Leases direct to, Mortgagee. Mortgagor hereby ratifies and confirms all that Mortgagee shall do or cause to be done by virtue of this Article 10. No lessee shall be required to inquire into the authority of Mortgagee to collect any Rent, and any lessee's obligation to Mortgagor shall be absolutely discharged to the extent of its payment to Mortgagee.

10.5 Remedies. Upon or at any time after the occurrence of any Event of Default, Mortgagee, at its option and in addition to the remedies provided in Article 7 hereof, shall have the complete, continuing and absolute right, power and authority to terminate the License solely by the giving of written notice of termination to Mortgagor. Upon Mortgagee's giving of such notice, the License shall immediately terminate without any further action being required of Mortgagee. Thereafter, Mortgagee shall have the exclusive right, power and authority to take any and all action as described in Paragraph 10.4 hereof, regardless of whether a foreclosure sale of the remainder of the Mortgaged Property has occurred under this Mortgage, or whether Mortgagee has taken possession of the remainder of the Mortgaged Property or attempted to do any of the same. No action referred to in Paragraph 10.4 or this Paragraph 10.5 taken by Mortgagee shall constitute an election of remedy.

10.6 No Obligation of Mortgagee. Neither the acceptance by Mortgagee of the assignment granted in this Article 10, nor the granting of any other right, power, privilege or authority in this Article 10 or elsewhere in this Mortgage, nor the exercise of any of the aforesaid, shall (a) prior to the actual taking of physical possession and operation control of the Mortgaged Property by Mortgagee, be deemed to constitute Mortgagee as a "mortgagee in possession" or (b) at any time thereafter, obligate Mortgagee (i) to appear in or defend any action or proceeding relating to the Leases, the Rents or the remainder of the Mortgaged Property, (ii) to take any action hereunder, (iii) to expend any money or incur any expenses or perform or discharge any obligation, duty or liability with respect to any Lessee, (iv) to assume any obligation or responsibility for any deposits which are not physically delivered to Mortgagee or (v) for any injury or damage to person or property sustained in or about the Mortgaged Property.

10.7 No Merger of Estates. So long as any part of the Indebtedness and the Obligations secured hereby remain unpaid and undischarged, the fee and leasehold estates to the Mortgaged Property shall not merge but rather shall remain separate and distinct, notwithstanding the union of such estates either in Mortgagor, Mortgagee, any lessee or any third party by purchase or otherwise.