

the Property, and to the extent permitted by law, Mortgagee may enter and take possession of the Property and may exclude Mortgagor and Mortgagor's agents and employees wholly therefrom.

(b) Upon every such entering and taking of possession, Mortgagee may hold, store, use, operate, manage, control, and maintain the Property and conduct the business thereof, and, from time to time, (i) make all necessary and proper repairs, renewals, replacements, additions, betterments and improvements thereto and thereon and purchase or otherwise acquire additional fixtures, personalty, and other property; (ii) to insure or keep the Property insured; (iii) manage and operate the Property and exercise all of the rights and powers of Mortgagor in its name, or otherwise, with respect to the same; and (iv) enter into any and all agreements with respect to the exercise by others of any of the powers herein granted by Mortgagor, all as Mortgagee may, from time to time, determine to be its best advantage; and Mortgagee may collect and receive all of the income, rents, profits, issues and revenues of the Property, including the past due as well as those accruing thereafter, and, after deducting (aa) all expenses of taking, holding, managing and operating the Property (including compensation for the services of all persons employed for such purpose); (bb) the cost of all such maintenance, repairs, renewals, replacements, additions, betterments, improvements, purchases and acquisitions; (cc) the cost of such insurance; (dd) such taxes, assessments and other charges prior to the lien of this Mortgage and such utility charges as Mortgagee may determine to pay; (ee) other proper charges on the Property and any part thereof, and (ff) the reasonable compensation and expenses of attorneys and agents of Mortgagee, shall apply the remainder of the money so received by Mortgagee, first, to the payment of accrued interest; then to the payment of escrow deposits required under the terms of the Prior Indebtednesses; and finally to the payment of overdue installments of principal.

(c) For the purpose of carrying out the provisions of this Third paragraph of Article II, Mortgagor hereby constitutes and appoints Mortgagee the true and lawful attorney-in-fact of Mortgagor to do and perform, from time to time, any and all actions necessary and incidental to