

Property; (vi) complete any alterations to the Buildings, the installation of any Building Equipment or any construction on the Property, whether commenced by the Mortgagor or deemed necessary by the Mortgagee and in the course thereof make such changes in the contemplated Buildings or Building Equipment as it may be deemed desirable; (vii) make all repairs, renewals, replacements, alterations, additions or improvements to the Property as may be necessary or as the Mortgagee may deem advisable; and (viii) after deducting all costs of collection and administration expense, apply the net rents and profits to the payment of Impositions, insurance premiums and all other carrying charges (including, but not limited to, agents' compensation and fees and costs of counsel and receivers) and to the maintenance, repair or restoration of the Property, or on account and in reduction of the Obligations, in such order and amounts as the Mortgagee in the Mortgagee's sole discretion may elect. The Mortgagee shall be liable to account only for rents and profits actually received by the Mortgagee.

27. Expenses of Mortgagee. All costs and expenses paid or incurred by the Mortgagee (including, without limitation, reasonable attorneys' fees and disbursements), in any action, proceeding or dispute of any kind in which the Mortgagee is made a party or appears as party plaintiff or defendant, affecting or arising in connection with any of the Loan Documents, the Obligations, or the Property, including, but not limited to, the enforcement of this Mortgage, any condem-