

necessary or proper repairs, renewals and replacements and such useful alterations, additions, betterments and improvements thereto and thereon as it may deem advisable; and in every such case the Mortgagee shall have the right to manage and operate the Premises and to carry on the business thereof and exercise all rights and powers of the Mortgagor with respect thereto either in the name of the Mortgagor or otherwise as it shall deem best; and the Mortgagee shall be entitled to collect and receive all earnings, revenues, rents, issues, profits and income of the Premises and every part thereof; and after deducting the expenses of conducting the business thereof and of all the maintenance, repairs, renewals, replacements, alterations, additions, betterments, and improvements and amounts necessary to pay for taxes, assessments, insurance and prior or other proper charges upon the Premises or any part thereof, as well as just and reasonable compensation for the services of the Mortgagee and for all attorneys, counsel, agents, clerks, servants and other employees by it properly engaged and employed, the Mortgagee shall apply the moneys arising as aforesaid, first, to the payment of the principal of the Note and the interest thereon, when and as the same shall become payable and second, to the payment of any other sums required to be paid by the Mortgagor under this Mortgage. All leases existing at the time of the default are hereby assigned to the Mortgagee as further security for the obligations of the Mortgagor hereunder and under the Note and Building Loan Agreement. Any tenant defaulting in the payment of any rent to the Mortgagee may be dispossessed by the usual summary proceedings and in the event the Mortgagor is an occupant of said premises, Mortgagor agrees to surrender the possession thereof immediately upon any default and if Mortgagor remains in possession, such possession shall be as tenant of the Mortgagee, and the Mortgagor agrees to pay monthly in advance to the Mortgagee a reasonable rental for the premises so occupied by it.

(c) The Mortgagee, with or without entry, personally or by its agents or attorneys, insofar as applicable, may:

(i) sell the Premises to the extent permitted and pursuant to the procedures provided by law, and all estate, right, title