

In enforcing the remedies provided for in this paragraph, either Mortgagee or the receiver appointed may take possession of and use all personal property, appliances, and fixtures which are installed or used in connection with the Mortgaged Property. The costs and expenses, including without limitation all receiver fees, premiums on receiver bonds, attorney fees, and agent compensation, incurred in pursuing the remedies provided for in this paragraph shall constitute additional indebtedness secured by this Mortgage unless paid from the rents, issues, profits, and other revenues collected by Mortgagee or the receiver.

13. POSSESSION. This mortgage is given by Mortgagor and accepted by Mortgagee upon the understanding and agreement that Mortgagor shall hold and enjoy possession of the Mortgaged Property until the occurrence of an Event of Default. It is the true meaning of this instrument that if Mortgagor shall duly observe and perform fully all of the terms, conditions, and covenants of this Mortgage, the Promissory Note secured hereby, and the Land Development Loan Agreement executed simultaneously herewith, then this Mortgage shall become null and void, otherwise to remain in full force and effect.

14. TRANSFER OR CHANGE OF OWNERSHIP. Mortgagor shall not, without the prior written consent of Mortgagee, convey, transfer, or become divested in any manner of title to all or any part of the Mortgaged Property; and any such conveyance, transfer, or divestiture of title to the Mortgaged Property without prior written consent shall entitle Mortgagee at its option to declare the indebtedness secured hereby, together with accrued interest, immediately due and payable. Subsequent acceptance of any payments under this Mortgage shall not constitute a waiver of Mortgagee's option to accelerate repayment as provided upon occurrence of the foregoing event. However, Mortgagee's prior written consent to any conveyance or

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