

section 19, and any liens, Impositions, or other charges, prior to the lien of this Mortgage, which Mortgagee may consider it necessary or desirable to pay; and

*Second:* as provided in the Intercreditor Agreement.

19. *Appointment of Receiver.* If a Default shall have occurred and be continuing, Mortgagee shall, as a matter of right, be entitled to the appointment of a receiver for all or any part of the Mortgaged Properties, whether such receivership be incidental to a proposed sale of the Mortgaged Properties or otherwise, and each Mortgagor hereby consents to the appointment of such a receiver and will not oppose any such appointment.

20. *Possession, Management and Income.* If a Default shall have occurred and be continuing, Mortgagee, without further notice, so far as permitted by law, may enter upon and take possession of the Mortgaged Properties of any Mortgagor or any part thereof by force, summary proceedings, ejectment or otherwise and may remove the Mortgagor thereof and all other persons and any and all property therefrom, and may hold, operate and manage the same and receive all earnings, income, rents, issues and proceeds accruing with respect thereto or any part thereof. Any amounts so received by Mortgagee shall be applied from time to time:

*First:* to pay all costs and expenses of so entering upon, taking possession of, holding, operating and managing such Mortgaged Properties or any part thereof, and any Impositions or other charges, prior to the lien of this Mortgage, which Mortgagee may consider it necessary or desirable to pay; and

*Second:* as provided in the Trust Agreement.

21. *Right of Mortgagee to Perform Mortgagor's Covenants, etc.* If any Mortgagor shall fail to make any payment or perform any act required to be made or performed hereunder, Mortgagee, without notice to or demand upon such Mortgagor and without waiving or releasing any obligation or default, may (but shall be under no obligation to) at any time thereafter make such payment or perform such act for the account and at the expense of such Mortgagor, and may enter upon the Mortgaged Properties of such Mortgagor for the purpose and take all such action thereon as it may consider necessary or appropriate for such purpose. All sums so paid by Mortgagee and all costs and expenses (including, without limitation, attorneys' fees and expenses) so incurred, together with interest thereon at the rate of 11½% per annum from the date of payment or incurrence, shall constitute additional indebtedness secured by this Mortgage and shall be paid by such Mortgagor to Mortgagee on demand.

22. *Remedies, etc., Cumulative.* Each right, power and remedy of Mortgagee provided for in this Mortgage or now or hereafter existing at law or in equity or by statute or otherwise shall be cumulative and concurrent and shall be in addition to every other such right, power or remedy. The exercise or beginning of the exercise of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise of any or all such rights, powers or remedies.

23. *No Waiver, etc., by Mortgagee.* No waiver of any breach shall affect or alter this Mortgage, any Note or the Agreements, which shall continue in full force and effect with respect to any other then existing or subsequent breach. No failure by Mortgagee or any holder of any Note to insist upon the strict performance of any term hereof or thereof, or to exercise any right, power or remedy consequent upon a breach hereof or thereof, shall constitute a waiver of any such term or of any such breach.

24. *Terms Subject to Applicable Law.* All rights, powers and remedies provided herein may be exercised only to the extent that the exercise thereof does not violate any applicable provision of law, and are intended to be limited to the extent necessary so that they will not render this Mortgage invalid, illegal, unenforceable or not entitled to be recorded, registered or filed under the provisions of any applicable law. If any term of this Mortgage shall be held to be invalid, illegal or unenforceable, the validity of other terms of this Mortgage shall in no way be affected thereby.

25. *Title Insurance; Application of Proceeds.* Each Mortgagor has delivered to Mortgagee one or more title insurance policies (or binders or commitments therefor) with respect to the Mortgaged