

any and all vacancies and to rent, lease and/or let the premises and/or the furniture and/or any part thereof at its discretion; (e) to order, purchase, cancel, modify, amend and/or in any and all ways control and deal with any and all policies of insurance of any and all kinds now or hereafter on or in connection with the whole or any part of the premises or furniture at its discretion and to adjust any loss or damage thereunder and/or to bring suit at law or in equity therefor and to execute and/or render any and all instruments deemed by the mortgagee to be necessary or appropriate in connection therewith; (f) to adjust, bring suit at law or in equity for, settle or otherwise deal with any taking of any or all of the premises for public purposes as aforesaid or any claim for real or alleged harm or damage as aforesaid and to execute and/or render any and all instruments deemed by the mortgagee to be necessary or appropriate in connection therewith, and (g) to adjust, settle or otherwise deal with any abatements and to execute and/or render any and all instruments deemed by the mortgagee to be necessary or appropriate in connection therewith; hereby granting full power and authority to the mortgagee to use and apply said rents, losses or rebates, damages and/or abatements to the payment of any taxes, assessments and charges of any nature whatsoever that may be levied or assessed in connection with the premises, to the payment of premiums on such policies of insurance on or in connection with the whole or any part of the premises and/or the furniture as may be deemed advisable by the mortgagee, to the payment of any and all indebtedness, liability or interest of the undersigned and/or the mortgagee, whether now existing or hereafter to exist, to the purchase of and/or the payment for such furniture as may be deemed necessary or advisable by the mortgagee, to the payment of all expenses in the care and management of the premises, including such repairs, alterations, additions and/or improvements to the premises and the furniture or any part of either, as may be deemed necessary or advisable by the mortgagee, to the payment of attorneys' fees, court costs, labor, charges and/or expenses incurred in connection with any and all things which the mortgagee may do or cause to be done by virtue hereof and to the payment of such interest on the indebtedness or on any of the foregoing, if any, as may be deemed necessary or advisable by the mortgagee; also hereby granting to the mortgagee full power and authority to make contracts for the care and management of the whole or any part of the premises and/or furniture in such form and providing for such compensation as may be deemed advisable by the mortgagee, and for the performance or execution of any or all of these presents, to constitute, appoint, authorize and in its place and stead put and substitute one attorney or more for me and as my attorney or attorneys, and/or the same at its pleasure again to revoke, and to do, execute, perform and finish for me and in my name all and singular those things which shall be necessary or advisable or which my said attorney or its substitute or substitutes shall deem necessary or advisable in and about, for, touching or concerning these presents or the premises or furniture or any of them as thoroughly, amply and fully as the undersigned could do concerning the same, being personally present, and whatsoever my said attorney or its substitute or substitutes shall do or cause to be done in, about or concerning these presents or the premises or furniture or any part of any of them I hereby ratify and confirm; and also hereby granting to the mortgagee full power and authority to exercise at any and all times each and every right, privilege and power herein granted, without notice to the undersigned.

The undersigned for the consideration aforesaid hereby expressly covenants and agrees:

1. That the mortgagee shall not in any way be responsible for failure to do any or all of the things for which rights, interests, power and/or authority are herein granted it and that the mortgagee shall be liable only for such cash as it actually receives under the terms hereof, provided, however, that failure of the mortgagee to do any of the things or exercise any of the rights, interests, powers and/or authorities hereunder shall not be construed to be a waiver of any of the rights, interests, powers or authorities hereby assigned and granted to the mortgagee.
2. That the undersigned will execute upon the request of the mortgagee any and all instruments requested by the mortgagee to carry these presents into effect or to accomplish any other purpose deemed by the mortgagee to be necessary or appropriate in connection with these presents or the premises or furniture.
3. That the undersigned is entitled to receive said rents, losses or rebates, damages and/or abatements and to enjoy all the other rights and benefits mentioned herein; that the same have not been heretofore sold, assigned, transferred or set over by any instrument now in force and will not at any time during the life of these presents be sold, assigned, transferred or set over by the undersigned or by any person or persons whomsoever and that the undersigned has good right to sell, assign, transfer and set over the same and to grant to and confer upon the mortgagee the rights, interests, powers and/or authorities herein granted and conferred.
4. That during the life of these presents and also during any proceedings brought to enforce the mortgage the undersigned will not remove or cause to be removed from the premises any of the furniture and will not look to the mortgagee for any damage to the same.

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