

of any such event, Marathon may at its option declare Mortgagor in default and pursue the remedies granted to Marathon upon the default of Mortgagor.

9. In the event that Mortgagor shall default with respect to the payments to be made on the aforesaid Note or the carrying out of any of the covenants to be fulfilled, and if such default or defaults are not corrected within fifteen (15) days after Marathon has mailed written notice of such default to Mortgagor, then Marathon may, without further notice to Mortgagor, declare the unpaid principal sum of the Note and interest thereon immediately due and payable and Marathon shall have the right to proceed to collect the whole amount then unpaid under the terms and conditions hereof by the foreclosure of this Mortgage or otherwise and may (a) enter into and take possession of said mortgaged premises; (b) demand, collect, sue for, receive and receipt for the rents, issues and profits thereof and therefrom without notice to the Mortgagor (and notice to the tenant to pay rent to Marathon shall be deemed and held to be a taking of possession of said premises by Marathon) applying the rents, issues and profits so collected, after deducting all necessary charges and expenses, on account of any and all sums which may be then due under the terms hereof; (c) dispossess tenants; (d) lease said premises; (e) make repairs deemed by it necessary or proper thereon and any moneys expended by Marathon therefor shall be repaid to it within ten (10) days by the Mortgagor together with interest on all such sums at six per cent (6%) per annum from the date the same were paid, and for payment of said sums and interest thereon, this Mortgage shall stand as security therefor; and (f) in the event a suit for foreclosure shall be commenced, may apply for and have appointed, as a matter of right and without notice, a Receiver for said premises and the rents, issues and profits therefrom. The enumeration of the aforesaid remedies to Marathon shall not be held to limit or abridge the rights and