

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

Second: any indebtedness secured by this Mortgage and at the time due and payable;

Third: the balance, if any, to the Mortgagor.

27. Right of the Mortgagee to Perform the Mortgagor's Covenants, etc. If the Mortgagor shall fail to make any payment or perform any act required to be made or performed hereunder, the Mortgagee without notice to or demand upon the Mortgagor or a Lessee under any one of the Leases, 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 the Mortgagor, and may enter upon the Property or any part thereof for the purpose and take all such action thereon as, in the Mortgagee's opinion, may be necessary or appropriate therefor. No such entry shall be deemed an eviction of a Lessee under any one of the Leases. All sums so paid by the Mortgagee and all costs and expenses (including, without limitation, attorney's fees and expenses) so incurred, together with interest thereon at the highest legal rate from the date of payment or incurring, shall constitute additional indebtedness secured by this Mortgage and shall be paid by the Mortgagor to the Mortgagee on demand.

28. Remedies, etc., Cumulative. Each right, power and remedy of the 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 right, power or remedy