

ments, and taxes, assessments, insurance as well as just and reasonable compensation for the services of the noteholder and all attorneys, counsel, agents and other employees engaged and employed by it and of all other costs and expenses of entering a bond, taking possession of, holding, operating and managing each Property, and (ii) any lien prior to the lien of this Mortgage which the Mortgagee may consider it necessary or desirable to discharge and then (b) in the manner provided in Article XVI.

ARTICLE XVI

16. Application of Proceeds of Sale. The proceeds of any sale of the Properties or any of them or any interest therein, whether pursuant to foreclosure or power of sale or otherwise shall be applied to pay:

First: The costs and expenses of the sale, reasonable attorneys' fees and expenses, court costs, and any other expenses or advances made or incurred by the Mortgagee in the protection of the rights of the Mortgagee or in the pursuance of any of its remedies hereunder or under the Individual Mortgages;

Second: The payment of any lien prior to the security interest of this Mortgage and the Individual Mortgages which the Mortgagee may consider it necessary or desirable to discharge;

Third: Any indebtedness secured by this Mortgage and at the time due and payable (whether by acceleration or otherwise), including all amounts of principal, premium, if any, and interest at the time due and payable on the Notes, and interest at the rate of 9-1/4% per annum on any overdue principal, premium and (to the extent permitted by applicable law) interest;

Fourth: The balance, if any, to the persons then entitled thereto.

ARTICLE XVII

17. Performance by Lessee. Compliance by Lessee with any provisions of the Leases which if done by the Company