

compensation for the services of the Mortgagee and for all attorneys, counsel, agents, clerks, servants and other employees by it properly engaged and employed, the Mortgagee shall apply the moneys arising as aforesaid, first, to the payment of the principal of the Note and the interest thereon, when and as the same shall become payable and second, to the payment of any other sums required to be paid by the Mortgagor under this Mortgage. All leases existing at the time of the default are hereby assigned to the Mortgagee as further security for the obligations of the Mortgagor hereunder and under the Note and Building Loan Agreement. Any tenant defaulting in the payment of any rent to the Mortgagee may be dispossessed by the usual summary proceedings and in the event the Mortgagor is an occupant of said premises, Mortgagor agrees to surrender the possession thereof immediately upon any default and if Mortgagor remains in possession, such possession shall be as tenant of the Mortgagee, and the Mortgagor agrees to pay monthly in advance to the Mortgagee a reasonable rental for the premises so occupied by it.

(c) The Mortgagee, with or without entry, personally or by its agents or attorneys, in so far as applicable, may:

(i) sell the Premises to the extent permitted and pursuant to the procedures provided by law, and all estate, right, title and interest, claim and demand therein, and right of redemption thereof, at one or more sales as an entity or in parcels, and at such time and place upon such terms and after such notice thereof as may be required by law; or

(ii) institute proceedings for the complete or partial foreclosure of this Mortgage; or

(iii) take such steps to protect and enforce its rights whether by action, suit or proceeding in equity or at law for the specific performance of any covenant, condition or agreement in the Note or in this Mortgage, or in aid of the execution of any power herein granted, or for any foreclosure hereunder, or for the enforcement of any other appropriate legal or equitable remedy or otherwise as the Mortgagee shall elect, including, without limitation, the appointment of a receiver to collect the rents, issues and profits of the Premises.

18. Legal Expenses of the Mortgagee. The Mortgagee may employ counsel for advice or other legal service at the Mortgagee's discretion in connection with any dispute as to the obligations of the Mortgagor hereunder and under the Note hereby secured, or as to the lien of this instrument, or in any litigation to which the Mortgagee may be made a party on account of this lien or which may affect the title to the Premises or the validity of the indebtedness hereby secured,