

the Loan Commitment, if any, issued by the Mortgagee to the Mortgagor pursuant to which this Mortgage is given, or in any other instrument which evidences and/or secures the indebtedness secured hereby, or if any other default by the Mortgagor occurs under any such agreement or instrument;

THEN AND THEREUPON, the Mortgagee may do any one (1) or more of the following at Mortgagee's election:

(1) Enter upon and take possession of the Premises without the appointment of a receiver, or application therefor, employ a managing agent of the Premises and let the same, either in the Mortgagee's own name, or in the name of the Mortgagor, and receive the rents, incomes, issues, and profits of the Premises and apply the same, after payment of all necessary charges and expenses, on account of the indebtedness secured hereby in the manner designated by the Mortgagee;

(2) To take any action deemed expedient by the Mortgagee to protect the security of this Mortgage or to cure any default hereunder;

(3) To accelerate the maturity date for payment of all sums of principal and interest outstanding under the Mortgage Note, so that such sums shall become due and collectible at once. Upon such acceleration all other indebtedness secured by this Mortgage shall be, without notice to the Mortgagor (such notice being hereby expressly waived), due and collectible at once;

(4) Foreclose this Mortgage in the manner provided by applicable law;

(5) Apply, on ex parte motion to any court of competent jurisdiction, for the appointment of a receiver to take charge of, manage, preserve, protect, complete construction of and operate the Premises and any business or businesses located thereon; to collect the rents, profits and income therefrom; to make all necessary and needed repairs to the Premises; to pay all taxes and assessments against the Premises and insurance premiums thereon; and after the payment of the expense of the receivership, including reasonable

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