

The assignment contained in paragraph (E) hereof shall be fully operative without any further action on the part of either party and specifically the Mortgagee shall be entitled, at its option, upon the occurrence of an Event of Default hereunder, to all rents, income and other benefits from the property described in paragraphs (A), (B), and (C) hereof whether or not the Mortgagee takes possession of such property. The Mortgagor hereby further grants to the Mortgagee the right (i) to enter upon and take possession of THE MORTGAGED PROPERTY for the purpose of collecting the said rents, income and other benefits, (ii) to dispossess by the usual summary proceedings any tenant defaulting in the payment thereof to the Mortgagee, (iii) to let THE MORTGAGED PROPERTY or any part thereof, and (iv) to apply said rents, income and other benefits, after payment of all necessary charges and expenses, on account of the indebtedness and other sums secured hereby. Such assignment and grant shall continue in effect until the indebtedness and other sums secured hereby are paid, the execution of this Mortgage constituting and evidencing the irrevocable consent of the Mortgagor to the entry upon and taking possession of THE MORTGAGED PROPERTY by the Mortgagee pursuant to such grant, whether or not foreclosure has been instituted. Neither the exercise of any rights under this paragraph by the Mortgagee nor the application of any such rents, income or other benefits to the indebtedness and other sums secured hereby, shall cure or waive any default or notice of default hereunder or invalidate any act done pursuant hereto or to any such notice, but shall be cumulative of all other rights and remedies.

With respect to the assignment contained in paragraph (F) hereof, the Mortgagor shall, from time to time upon request of the Mortgagee, specifically assign to the Mortgagee as additional security hereunder, by an instrument in writing in such form as may be approved by the Mortgagee, all right, title and interest of the Mortgagor in and to any and all leases now or hereafter on or affecting THE MORTGAGED PROPERTY, together with all security therefor and all monies payable thereunder, subject to the conditional permission hereinabove given to the Mortgagor to collect the rentals under any such lease. The Mortgagor shall also execute and deliver to the Mortgagee any notification, financing statement or other document reasonably required by the Mortgagee to perfect the foregoing assignment as to any such lease.

1.10 After Acquired Property. To the extent permitted by and subject to applicable law, the lien of this Mortgage will automatically attach, without further act, to all after acquired property owned by Mortgagor and attached to, or used or intended to be used in connection with or with the operation of, THE MORTGAGED PROPERTY or any part thereof.

1.11 Leases Affecting Mortgaged Property. The Mortgagor represents that the schedule of leases attached hereto as Schedule "C" and made a part hereof is true and correct; that all such leases are presently in effect and that no default exists in such leases. As any such lease shall expire or terminate or as any new lease shall be made, the Mortgagor shall so notify the Mortgagee in order that at all times the Mortgagee shall have a current list of all leases affecting the property described in paragraphs (A), (B), and (C) hereof, and the Mortgagor shall, upon demand, deliver to the Mortgagee an executed counterpart of each such lease or other document. The assignment contained in paragraph (F) hereof shall not be deemed to impose upon the Mortgagee any of the obligations or duties of the Mortgagor provided in any such lease (including, without limitation, any liability under the covenant of quiet enjoyment contained in any lease in the event that any tenant shall have been joined as a