

THE MORTGAGED PROPERTY under the judgment or decree of a court or courts of competent jurisdiction; and (c) to pursue any other remedy available to it. The Mortgagee shall take action either by such proceedings or by the exercise of its powers with respect to entry or taking possession, or both, as the Mortgagee may determine.

2.04 Mortgagee's Right to Enter and Take Possession, Operate and Apply Income.

(a) If an Event of Default shall have occurred, (i) the Mortgagor, upon demand of the Mortgagee, shall forthwith surrender to the Mortgagee the actual possession, and if and to the extent permitted by law, the Mortgagee itself, or by such officers or agents as it may appoint, may enter and take possession of all THE MORTGAGED PROPERTY and may exclude the Mortgagor and its agents and employees wholly therefrom and may have joint access with the Mortgagor to the books, papers and accounts of the Mortgagor; and (ii) the Mortgagor will pay monthly in advance to the Mortgagee, on its entry into possession, or to any receiver appointed to collect the rents, income and other benefits of THE MORTGAGED PROPERTY, the fair and reasonable rental value for the use and occupation of such part of THE MORTGAGED PROPERTY as may be in possession of the Mortgagor, and upon default in any such payment will vacate and surrender possession of such part of THE MORTGAGED PROPERTY to the Mortgagee or to such receiver and, in default thereof, the Mortgagor may be evicted by summary proceedings or otherwise.

(b) If the Mortgagor shall for any reason fail to surrender or deliver THE MORTGAGED PROPERTY or any part thereof after the Mortgagee's demand, the Mortgagee may obtain a judgment or decree conferring on the Mortgagee the right to immediate possession or requiring the Mortgagor to deliver immediate possession of all or part of THE MORTGAGED PROPERTY to the Mortgagee, to the entry of which judgment or decree the Mortgagor hereby specifically consents. The Mortgagor shall pay to the Mortgagee, upon demand, all costs and expenses of obtaining such judgment or decree and reasonable compensation to the Mortgagee, its attorneys and agents, and all such costs, expenses and compensation shall, until paid, be secured by the lien of this Mortgage.

(c) Upon every such entering upon or taking of possession, the Mortgagee may hold, store, use, operate, manage and control THE MORTGAGED PROPERTY and conduct the business thereof, and, from time to time:

(i) make all necessary and proper maintenance, repairs, renewals, replacements, additions, betterments and improvements thereto and thereon and purchase or otherwise acquire additional fixtures, personalty and other property;

(ii) insure or keep THE MORTGAGED PROPERTY insured;

(iii) manage and operate THE MORTGAGED PROPERTY and exercise all the rights and powers of the Mortgagor in its name or otherwise with respect to the same;

(iv) enter into agreements with others to exercise the powers herein granted the Mortgagee;

all as the Mortgagee from time to time may determine; and the Mortgagee may collect and receive all the rents, income and other benefits thereof, including those past due as well as those accruing thereafter; and shall apply the monies so received by the Mortgagee in such priority as the Mortgagee may determine to (1) the payment of accrued interest on the Note, (2) the deposits for taxes and assessments and insurance premiums due, (3) the cost of insurance, taxes, assessments and other proper charges

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