

22. If an event of default shall have occurred, then the whole unpaid principal sum of the indebtedness secured hereby with interest accrued thereon shall, at the option of the Beneficiary, become due and payable without notice or demand, time being of the essence of this Mortgage; and no omission on the part of the Beneficiary to exercise such option when entitled so to do shall be considered as a waiver of such right.

23. (a) If an event of default shall have occurred and be continuing, the Grantor, upon demand of the Beneficiary, shall forthwith surrender to the Beneficiary the actual possession of the premises and to the extent, permitted by law, the Beneficiary may enter and take possession of the premises and may exclude the Grantor and the Grantor's agents and employees wholly therefrom.

(b) Upon every such entering and taking of possession, the Beneficiary may hold, store, use, operate, manage, control, and maintain the premises and conduct the business thereof, and from time to time, (i) make all necessary and proper repairs, renewals, replacements, additions, betterments and improvements thereto and thereon and purchase or otherwise acquire additional fixtures, personalty and other property; (ii) insure to keep the premises insured; (iii) manage and operate the premises and exercise all the rights and powers of the Grantor in its name or otherwise, with respect to the same and (iv) enter into any and all agreements with respect to the exercise by others of any of the powers herein granted the Beneficiary, all as the Beneficiary may from time to time determine to be to its best advantage; and the Beneficiary may collect and receive all of the income, rents, profits, issues and revenues of the premises, including the past due as well as those accruing thereafter and, after deducting (1) all expenses of taking, holding, managing and operating the premises (including compensation for the services of all persons employed for such purposes); (2) the cost of all such maintenance, repairs, renewals, replacements, additions, betterments, improvements, purchases, and acquisitions; (3) the cost of such insurance, (4) such taxes, assessments and other charges prior to the lien of this indenture as the Beneficiary may determine to pay, (5) other proper charges upon the premises or any part thereof and (6) the reasonable compensation and expenses of attorneys and agents of the Beneficiary, shall apply the remainder of the money so received by the Beneficiary, first to the payment of accrued interest; then to the payment of escrow deposits required in paragraph 2 hereof and finally to the payment of overdue installments of principal.

(c) For the purpose of carrying out the provisions of this paragraph 23, the Grantor hereby constitutes and appoints the Beneficiary the true and lawful attorney-in-fact of the Grantor to do and perform, from time to time, any and all actions necessary and incidental to such purpose and does, by these presents, ratify and confirm any and all actions of said attorney-in-fact in the premises.

(d) Whenever all such events of default have been cured and satisfied, the Beneficiary shall surrender possession of the premises to the Grantor, provided that the right of the Beneficiary to take possession, from time to time, pursuant to subparagraph 23(a) shall exist if any subsequent event of default shall occur and be continuing.

24. It is agreed that if there shall be any default hereunder, then it shall be lawful for the Beneficiary to proceed with collection, suit, action or foreclosure.