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12. Right to Cure. Notwithstanding any provision herein to the contrary, Mortgagee shall not exercise any remedy nor initiate any legal action with respect to any event of default described herein until and unless (i) Mortgagee shall have given written notice of such default to Carlyle Real Estate Limited Partnership -73 ("Carlyle"), at its office at 875 North Michigan Avenue, Chicago, Illinois 60611 (or such other address as Carlyle may subsequently designate in writing to Mortgagee), and (ii) said default shall not have been cured within thirty (30) days after receipt of said notice.

13. Waivers by Mortgagor. Mortgagor waives and releases all laws, now in force or hereafter enacted, relating to exemption, appraisal or stay of execution.

14. Counsel Fees. If Mortgagee becomes a party to any suit or proceeding affecting the Mortgaged Premises or title thereto, the lien created by this Mortgage or Mortgagee's interest therein, or following an event or events of default hereunder if Mortgagee engages counsel to collect any of the indebtedness or to enforce performance of the agreements, conditions, covenants, provisions or stipulations of this Mortgage or the obligation, Mortgagee's costs, expenses and reasonable counsel fees, whether or not suit is instituted, shall be paid to Mortgagee by Mortgagor, on demand, with interest at the then effective rate set forth in the obligation, and until paid they shall be deemed to be part of the indebtedness evidenced by the obligation and secured by this Mortgage.

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