

Third: RIGHT OF MORTGAGEE TO ENTER AND TAKE POSSESSION.

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

(b) Upon every such entering and taking of possession the Mortgagee 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) to insure or keep the premises insured; (iii) manage and operate the premises and exercise all the rights and powers of the Mortgagor 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 by the Mortgagor, all as the Mortgagee may, from time to time, determine to be to its best advantage; and the Mortgagee 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, (aa) all expenses of taking, holding, managing and operating the premises (including compensation for the services of all persons employed for such purposes); (bb) the cost of all such maintenance, repairs, renewals, replacements, additions, betterments, improvements, purchases and acquisitions; (cc) the cost of such insurance; (dd) such taxes, assessments, and other charges prior to the lien of this mortgage and such utility charges as the Mortgagee may determine to pay; (ee) other proper charges upon the premises or any part thereof and (ff) the reasonable compensation and expenses of attorneys and agents of the Mortgagee, shall apply the remainder of the money so received by the Mortgagee, first to payment of accrued interest; then to the payments of overdue installments of principal.

(c) For the purpose of carrying out the provisions of this Third paragraph of Article II, the Mortgagor hereby constitutes and appoints the Mortgagee the true and lawful attorney in fact of the Mortgagor 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 Mortgagee shall surrender possession of the premises to the Mortgagor, provided that the right of the Mortgagee to take possession from time to time, pursuant to subparagraph (a) of this Third paragraph of Article II shall exist if any subsequent event of default shall occur and be continuing.

Fourth: APPOINTMENT OF A RECEIVER.

(a) If an event of default shall have occurred and be continuing, the Mortgagee, upon application to a court of competent jurisdiction, shall be entitled without notice and without regard to the adequacy of any security for the indebtedness hereby secured or the solvency of any party bound for its payment, to the appointment of a receiver to take possession of and to operate the premises and to collect the rents, profits, issues and revenues thereof.

(b) The Mortgagor will pay to the Mortgagee, upon demand all expenses, including receiver's fees, attorney's fees, costs and agent's compensation, incurred pursuant to the provisions contained in this Fourth paragraph of Article II.