

incurred by Mortgagee hereunder including without limitation those incurred in connection with a decision by Mortgagee whether or not to exercise its rights hereunder and those incurred in connection with a decision electing to consent or to waive or not to exercise such rights (whether such decision to consent or waive or not to exercise shall be conditional or non-conditional).

6. To pay the Notes in accordance with their terms and perform promptly and in strict compliance therewith each and all of the agreements of Mortgagor under this mortgage, the Amended Loan Agreement, and the Shopping Center Agreements.

7. Subject to such periods of grace, notices of default and opportunities to cure default as specifically provided for in the instruments evidencing, securing or governing the subject loan, should the Mortgagor fail to make any payment or perform any act under the terms of the Notes, this Mortgage, the Amended Loan Agreement and such other instruments evidencing or securing the subject loan, Mortgagee, may, but without obligation so to do and without further notice to or demand upon and without releasing Mortgagor from any obligations hereunder, make or do the same in such manner and to such extent as it may deem necessary to protect the security hereof, Mortgagee being authorized to enter upon the land described in Exhibit "A" hereof for such purposes; commence, appear in, and defend or otherwise participate in any action or proceeding purporting to affect the security hereof or the rights or powers of Mortgagee conferred by this Mortgage whether brought by or against Mortgagor or Mortgagee; pay, purchase, contest, or compromise any right, claim, encumbrance, charge, or lien which in the judgment of Mortgagee appears to be prior or superior hereto, and take such action in connection with any of the foregoing matters as Mortgagee considers desirable; and in exercising any such powers, pay necessary expenses,

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