

for its own account all rents, issues, and proceeds accruing by virtue of any Shopping Center Agreement, lease, or rental agreement and to execute and deliver proper receipts therefor. Immediately upon the occurrence of an Event of Default under this mortgage and until the Event of Default shall have been cured, the right of the Mortgagor to manage and operate the Premises and to collect and receive rents shall cease and terminate and in such event the Mortgagee is hereby expressly and irrevocably authorized to enter and take possession of the Premises and the improvements located thereon by actual physical possession, by appointment of a receiver by a competent court, or by written notice sent by registered mail to the Mortgagor, as the Mortgagee may elect, or by any other legal means, and to exclude the Mortgagor and all other persons therefrom. Absent any obligations of the Mortgagor contained in the Shopping Center Agreements, to the contrary, following such entry and taking of possession, the Mortgagee may operate and manage the Premises and rent and lease the same and collect any and all rents, issues, income, and profits therefrom, and from time to time apply same and/or accumulate same for application, in such order and manner as Mortgagee in its sole discretion shall consider advisable, to or upon the following: the necessary and proper costs of upkeep, maintenance, repair, and/or operation of the Premises, the repayment of any sums theretofore or thereafter advanced pursuant to the terms of this mortgage, the interest then due or next to become due upon said indebtedness, the taxes and assessments upon the Premises then due or next to become due, and/or upon the unpaid principal of said indebtedness. The collection and/or receipt of rents, issues, income, and/or profits from the Premises by Mortgagee after declaration of an Event of Default and election to cause the Premises to be sold under

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