

and pursuant to the terms of this Mortgage shall not affect or impair such Event of Default or declaration of an Event of Default or election to cause the Premises to be sold or any sale proceedings predicated thereon, but such proceedings may be conducted and sale effected notwithstanding the receipt and/or collection of any such rents, issues, income, and/or profits. Any such rents, issues, income, and/or profits, in the possession of said Mortgagee at the time of sale and not theretofore applied as herein provided, shall be applied in the same manner and for the same purposes as the proceeds of the sale.

5. (a) The happening of any one or more of the following shall constitute an Event of Default hereunder entitling the Mortgagee to resort to any one or more of the remedies set forth and provided in sub-paragraph (b) of this paragraph 5:

(i) Failure by the Mortgagor to pay the indebtedness evidenced by the Notes, or any portion thereof, in accordance with the terms of the Notes.

(ii) Failure or default by the Mortgagor (other than such failure as is referred to in paragraph 5(a)(i) above) in the due observance or performance of any covenant, condition, agreement, or obligation of Mortgagor under this mortgage or under any other document evidencing or securing the subject loan, or under any tenant leases, subleases, or the Ground Lease, or under the REA Agreements as that term is defined in the Amended Loan Agreement, or the Shopping Center Agreements, at any time when such observance or performance is required, and if such failure or default remains uncured for more than thirty (30) days after the giving of written notice by Mortgagee to Mortgagor in the manner provided for in Paragraph ²¹~~20~~ hereof; ^{RKR} ~~ERW~~ provided, however, that in the event such failure or default

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