

earnings, profits or income thereof without the consent or acquiescence of the Mortgagor, which appointment shall remain unvacated and unstayed for an aggregate of sixty (60) days (whether or not consecutive).

2.02 Acceleration of Maturity

If an event of Default shall have occurred, be continuing, can not be cured within the applicable time period as provided herein, the Mortgagee made it clear the entire principal amount of the Note then unpaid and the interest accrued thereon to be due and payable immediately, and upon such declaration, such principal and interest shall forthwith become and be due and payable, as fully and to the same effect as if the date of such declaration were the date originally specified for the maturity of the unpaid balance of the Note.

2.03 Mortgagee's Right to Enter and Take Possession, Operate and Apply Income

(a) If an Event of Default shall have occurred, be continuing, and not be cured within the applicable time period as provided herein, the Mortgagor, upon demand of the Mortgagee, shall forthwith surrender to the Mortgagee the actual possession, and if and to the extent permitted by law, the "Mortgagee" itself, or by such officers or agents as it may appoint, may enter and take possession or all the Mortgaged Property and may exclude the Mortgagor and its agent and employee wholly therefrom, and may have joint access with the Mortgagor to the books, papers and accounts of the Mortgagor with respect to the Mortgaged Property.

(b) If the Mortgagor shall, for any reason, fail to surrender or deliver any such Mortgaged Property or any part thereof after such demand by the Mortgagee, the Mortgagor may obtain a judgment or decree conferring on the Mortgagee the right to immediate possession or requiring the Mortgagor to deliver immediate possession of all or part of such Mortgaged Property to the Mortgagee, to the entry of which judgment or decree the Mortgagor hereby specifically consents.

(c) The Mortgagor will pay to the Mortgagee upon demand, all expenses of obtaining such judgment or decree in reasonable compensation to the Mortgagee, its attorneys and agents, and all such expenses and compensations shall, until paid, be secured by the lien of this Mortgage.

(d) Upon such entering upon or taking of possession, the Mortgagee may hold, store, use, operate, manage and control the Mortgaged Property and conduct the business thereof and, from time to time,

(i) Make all necessary and property maintenance, repairs, renewals, replacements, additions, betterments and improvements thereto and thereon and purchase or otherwise acquire additional fixture, personalty and other property;

(ii) Insure or keep the Mortgaged Property insured;

(iii) Manage and operate the Mortgaged Property and exercise all the rights and powers of the Mortgagor in its name or otherwise, with respect to the Mortgaged Property;

(iv) Enter into any and all agreements with respect to the exercise by other of any of the powers herein granted the Mortgagee.

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