

consenting to or acquiescence in the appointment of any trustee, receiver or liquidator of the Mortgagor or any Debtor or of all or any substantial part of the premises or of any or all the rents, revenues, issues, earnings, profits or income thereof, or the making of any general assignment for the benefit of creditors, or the admission in writing of its inability to pay the debts generally as they become due.

Second: ACCELERATION OF MATURITY. If an event of default shall have occurred, then the whole unpaid principal sums of the indebtedness secured hereby with interest accrued thereon, shall, at the option of the Mortgagee, become due and payable without notice or demand, time being of the essence of this mortgage and security agreement; and no omission on the part of the Mortgagee to exercise such option when entitled so to do shall be considered as a waiver of such right.

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 payment of escrow deposits required by this mortgage and finally 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 and each Debtor hereby constitutes and appoints the Mortgagee the true and lawful attorney in fact of the Mortgagor and each Debtor 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

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