

(v) consent to the filing of any map, plat or replat affecting the Premises or the City Project; (vi) consent to the granting of any easement or other right affecting the Premises or the City Project; (vii) make or consent to any agreement subordinating the security title, security interest or lien hereof; or (viii) take or omit to take any action whatsoever with respect to the Note, this Mortgage, the Premises or the City Project or any document or instrument evidencing, securing or in any way related to the Indebtedness; all without releasing, discharging, modifying, changing or affecting any such liability, or precluding Mortgagee from exercising any such right, power or privilege or affecting the security title, security interest or lien of this Mortgage.

In the event of the sale or transfer by operation of law or otherwise of all or any part of the Premises or the City Project, Mortgagee, without notice, is hereby authorized and empowered to deal with any such vendee or transferee with reference to the Premises or the City Project or the Indebtedness, or with reference to any of the terms, covenants, conditions or agreements hereof, as fully as, and to the same extent that, it might deal with the original parties hereto and without in any way releasing and/or discharging any liabilities, obligations or undertakings.

2.12 Suits to Protect the Premises or the City Project or Both of Them. Mortgagee shall have the power to institute and maintain such suits and proceedings as it may deem expedient (i) to prevent any impairment of the Premises or the City Project by any acts which may be unlawful or constitute a Default under this Mortgage, (ii) to preserve or protect its interest in the Premises and the City Project and in the incomes, rents, issues, profits and revenues arising therefrom and (iii) to restrain the enforcement of or compliance with any legislation or other governmental enactment, rule or order that may be unconstitutional

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