

19. Upon the occurrence of any event of default hereunder, the Mortgagee may take such action, without notice or demand, as it deems advisable to protect and enforce its rights against the Mortgagor and in and to the Premises, including, but not limited to, the following actions, each of which may be pursued concurrently or otherwise, at such time and in such order as the Mortgagee may determine, in its sole discretion, without impairing or otherwise affecting the other rights and remedies of the Mortgagee: (a) declare the entire unpaid Indebtedness to be immediately due and payable; or (b) enter into or upon the Premises, either personally or by its agents, nominees or attorneys, and dispossess the Mortgagor and its agents and servants therefrom, and thereupon the Mortgagee may (i) use, operate, manage, control, insure, maintain, restore and otherwise deal with all and every part of the Premises and conduct the business thereat; (ii) complete any construction on the Premises in such manner and form as the Mortgagee deems advisable; (iii) make alterations, additions, renewals, replacements and improvements to or on the Premises; (iv) exercise all rights and powers of the Mortgagor with respect to the Premises, either in the name of the Mortgagor or otherwise, including, without limitation, the right to make, cancel, enforce or modify leases, obtain and evict tenants, and demand, sue for, collect and receive all earnings, revenues, rents, issues, profits and other income of the Premises and every part thereof; and (v) apply the receipts from the Premises to the payment of the Indebtedness, after deducting therefrom, all expenses incurred in connection with the aforesaid operations and all amounts necessary to pay the taxes, assessments, insurance and other charges in connection with the Premises, as well as just and reasonable compensation for the services of the Mortgagee, its counsel, agents and employees; (c) institute proceedings for the complete foreclosure of this Mortgage in which case the Premises may be sold in one parcel; or (d) with or without entry, to the extent permitted and pursuant to the procedures provided by applicable law, institute proceedings for the partial foreclosure of this Mortgage for the portion of the Indebtedness then due and payable, subject to the continuing lien of this Mortgage for the balance of the Indebtedness not then due; or (e) sell the Premises or any part thereof and all estate, claim, demand, right, title and interest of the Mortgagor therein and right of redemption thereof, pursuant to power of sale or otherwise, at one or more sales, as an entity or in parcels, at such time and place, upon such terms and after such notice thereof as may be required or permitted by law, and in the event of a sale, by foreclosure or otherwise, of less than all of the Premises, this Mortgage shall continue as a lien on the remaining portion of the Premises; or (f) institute an action, suit or proceeding in equity for the specific performance of any covenant, condition or agreement contained herein or in the Note; or (g) recover judgment on the Note either before, during or after any proceedings for the enforcement of this Mortgage; or (h) apply for the appointment of a trustee, receiver, liquidator or conservator of the Premises, without regard for the adequacy of the security for the Indebtedness and without regard for the solvency of any person, firm or other entity liable for the payment of the Indebtedness; or (i) pursue such other remedies as the Mortgagee may have under applicable law. Upon the sale of the Premises or any part thereof under the power of sale herein granted, or as a result of judicial proceedings or a judgment or decree of foreclosure, the Mortgagee may bid for and acquire the Premises or any part thereof, and credit against the Indebtedness, the net sales price thereof after deducting therefrom all expenses of the sale and the proceedings in connection therewith and all other items which the Mortgagee is authorized to deduct under this Mortgage, the Note and applicable law. The Mortgagee and any receiver of the Premises or any part thereof shall be liable to account for only those rents, issues and profits actually received by it.

20. The Mortgagor shall deposit with the Mortgagee, monthly, commencing one month from the date hereof, one-twelfth (1/12th) of the annual charges for debt service on all prior mortgages, the ground or other rent, if any, insurance premiums and all real estate taxes, assessments, water and other charges which might become a lien upon the Premises, and shall simultaneously herewith deposit with the Mortgagee a sum of money which, together with the monthly installments aforesaid, will be sufficient to make each of the payments aforesaid at least thirty days prior to the date such payments first become payable. Should the said charges not be ascertainable at the time any deposit is required to be made with the Mortgagee, the deposit shall be made on the basis of the charges for the prior year and, upon the charges being fixed for the then current year, the Mortgagor shall deposit any deficiency with the Mortgagee. The funds so deposited with the Mortgagee shall be held by it without interest and, provided the Mortgagor shall not be in default in the performance of its obligations hereunder, shall be applied in payment of the charges aforesaid when and as payable, to the extent the Mortgagee shall have such funds on hand. In the event of any default in the performance of any of the obligations of the Mortgagor, the funds deposited with the Mortgagee as aforesaid, may be applied in payment of the charges for which such funds shall have been deposited or to the payment of the Indebtedness or any other charges affecting the security of the Mortgagee, as the Mortgagee sees fit, but no such application shall be deemed to have been made by operation of law or otherwise until actually made by the Mortgagee as herein provided. The Mortgagor shall furnish the Mortgagee with bills for the charges for which such deposits are required to be made hereunder and/or such other documents necessary for the payment of same, at least fifteen days prior to the date such charges first become payable. Provided the Mortgagor is not in default hereunder and provided the Mortgagor furnishes to the Mortgagee, on demand, proof satisfactory to the Mortgagee that deposits for the aforesaid charges are being made monthly with a prior institutional mortgagee, the Mortgagor shall not be required to make deposits for such charges with the Mortgagee.

21. In the event any payment provided for herein or in the Note shall become overdue for a period in excess of ten days, a late charge of four cents (4¢) for each dollar so overdue shall become immediately due to the Mortgagee as liquidated damages for failure to make prompt payment, and the same shall be part of the Indebtedness. Late charges shall be payable with the next installment of principal and/or interest due under the Note.

22. The Mortgagor agrees to forward to the Mortgagee copies of all transmittal letters to or from all prior mortgagees promptly after mailing or receiving same, including, but not limited to, all notices of default received from prior mortgagees and each transmittal of principal and/or interest payments on all prior mortgages.

23. If any payment due hereunder or under the Note is not paid when due, either at stated or accelerated maturity or pursuant to any of the terms hereof, then and in such event, the Mortgagor shall pay interest thereon from and after the date on which such payment first becomes due, computed at the rate of interest provided for in Paragraph "14" hereof and such interest shall be due and be payable, on demand, at such rate until the entire amount due is paid to the Mortgagee, whether or not any action shall have been taken or proceeding commenced to recover the same or to foreclose this Mortgage. All unpaid and accrued interest shall be secured by this Mortgage as part of the Indebtedness. Nothing in this paragraph or in any other provision of this Mortgage shall constitute an extension of the time of payment of the Indebtedness.