

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

(d) Upon every such entering and taking of possession, 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) insure or keep Premises insured; (iii) manage and operate the Premises and exercise all the rights and powers of 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 Mortgagee, all as Mortgagee may from time to time determine to be to its best advantage; and 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 insurance; (dd) such taxes, assessments and other charges as Mortgagee may determine to pay; (ee) other charges upon the Premises or any part thereof as Mortgagee shall determine to pay; and (ff) the reasonable compensation and expenses of attorneys and agents of Mortgagee; the remainder of the money so received by Mortgagee shall apply first to the payment of accrued interest and then to the payment of principal on the Note or other indebtedness secured hereby.

(e) For the purpose of carrying out the provisions of this Paragraph 2.04, Mortgagor hereby constitutes and appoints Mortgagee the true and lawful attorney-in-fact of Mortgagor 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.

(f) Whenever all such events of default have been cured and satisfied, Mortgagee shall surrender possession of the Premises to Mortgagor, provided that the right of Mortgagee to take possession, from time to time, pursuant to Paragraph 2.04 shall exist if any subsequent event of default shall occur and be continuing.

2.05 LEASES. Mortgagee, at its option, is authorized to foreclose this Mortgage subject to the rights of any tenants of the Premises, and the failure to make any such tenants parties defendant to any such foreclosure proceedings and to foreclose their rights will not be, nor may it be asserted by Mortgagor to be, a defense to any proceedings instituted by Mortgagee to collect the sums secured hereby or to collect any deficiency remaining unpaid after the foreclosure sale of the Premises.

2.06 PURCHASE BY MORTGAGEE. Upon any foreclosure sale, the Mortgagee may bid for and purchase the Premises, and upon compliance with the terms of sale, may hold, retain and possess and dispose of the Premises in its own absolute right in fee simple and without further accountability.

2.07 WAIVER OF APPRAISEMENT, VALUATION, STAY, EXTENSION AND REDEMPTION LAWS. Mortgagor agrees to the full extent permitted by law that in case of a default on its part hereunder, neither the Mortgagor nor anyone claiming through or under Mortgagor shall or will set up, claim or seek to take advantage of any appraisement, valuation, stay, extension or redemption laws now or hereafter in

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