

- (b) By selling or causing to be sold the Premises pursuant to the power of sale statute in such case made and provided, or,
- (c) As otherwise allowed by law.

At any sale by Mortgagee or pursuant to an action to foreclose this mortgage, the Premises shall be sold as a single parcel or in such parcels, and in such order, as Mortgagee may direct. Such sale by Mortgagee or pursuant to judicial foreclosure action may be conducted by Mortgagee, its agent, appointee or a proper public official and any person, including Mortgagee, may purchase the Premises at such sale. In the case of a sale pursuant to this power of sale, the person conducting the sale, after deducting all costs, expenses and fees of sale, shall apply the proceeds of sale in accordance with the statute in such case made and provided. In the case of a judicial sale, the person conducting the sale, after deducting all costs, expenses and fees (including reasonable attorneys' fees) of sale and after reimbursing Mortgagee for all costs, expenses and fees paid or incurred by it in connection with such action, shall apply the proceeds of sale as directed by the court having jurisdiction thereof or as otherwise provided by law.

17. As additional security for the payment of principal and interest of the Debt, according to the terms of the instruments evidencing same, and of all other amounts payable under this mortgage, and for the performance by Mortgagor of the covenants and agreements herein contained, Mortgagor does hereby sell, assign, transfer and set over unto the Mortgagee all the rents, profits and income under any written or oral leases of all or part of the Premises, whether such leases are now in existence or hereinafter come into existence during the period this mortgage is in effect, and all extensions and renewals thereof, and all guarantees of the tenants' obligations under such leases together with the right of the Mortgagee to take possession of the Premises or any part thereof and to collect said rents and profits and apply them as hereinafter provided.

In the event Mortgagor executes and delivers to Mortgagee, as additional security for the Debt, a separate assignment of rents, then any default by the Mortgagor in the terms and conditions of said assignment shall be deemed a default in the terms and conditions of this mortgage, entitling Mortgagee to exercise any and all rights and remedies provided by this mortgage.

Mortgagor shall perform all of the material obligations of the lessor under all leases of the Premises in accordance with the terms and provisions thereof. Mortgagee shall have no obligation, responsibility or liability with respect to the Premises, the operation thereof, or with respect to any obligation or liability of the lessor under any lease assigned hereby. Mortgagee shall have no obligation to account for any security deposit unless the same has been actually deposited with Mortgagee.