

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

2.16 Suits to Protect the Premises. Lender 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 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 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 or otherwise invalid, if the enforcement of or compliance with such enactment, rule or order would impair the security hereunder or be prejudicial to the interest of Lender. For the convenience of Borrower, Lender shall use reasonable efforts to mail notification of the institution of any such suit to the address of Borrower as set forth hereinabove ten (10) days prior to the filing thereof; provided, however, that any failure by Lender to provide such notice shall in no event give rise to any claim or cause of action by Borrower against Lender or in any way or to any extent relieve Borrower from any obligation of liability hereunder or under any other document or instrument.

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