

8. If Mortgagor shall at any time fail to make any payment or perform any act under any occupancy lease or under this Mortgage required to be made by Mortgagor, then Mortgagee, without waiving or releasing the Mortgagor from any obligation or default under the instrument requiring such payment or performance may (but shall be under no obligation to) make such payment or perform such act for the account and at the expense of Mortgagor. All sums so paid by Mortgagee and all such costs and expenses incurred by Mortgagee in connection with the performance of any such act shall be paid by Mortgagor to Mortgagee upon demand with interest at the maximum rate permitted under applicable law from the date of the payment or incurring thereof, and the same shall be deemed to be secured by this Mortgage.

9. Mortgagor shall retain possession of the premises hereby conveyed and receive and use the rents, issues and profits thereof until default hereunder or upon the occurrence of an Event of Default under the Loan Agreement, after which the rents, issues and profits shall be due and payable to the holder of the Indebtedness.

IT IS AGREED by and between the parties that if an Event of Default hereunder occurs, Mortgagee may, with or without entry as herein provided, proceed by suit or suits at law or in equity or by any other appropriate proceeding or remedy (a) to enforce payment of the Indebtedness or the performance of any term hereof or any other right; (b) to foreclose in the manner provided by law and to sell as an entirety or in separate parcels, the premises to apply on the Indebtedness, or (c) to pursue any other remedy available to Mortgagee. To the effect permitted by applicable law, Mortgagee may bid for and purchase the Premises and possess and dispose of the Premises in its own absolute right in fee simple without further accountability.

AND IT IS AGREED, by and between the parties hereto that should legal proceedings be instituted for the collection of the Indebtedness secured hereby, then in that event the Mortgagee, its successors or assigns, shall have the right to have a receiver appointed of the rents and profits of the above described premises, who, after deducting all charges and expenses attending such proceedings, and the execution of said trust as receiver, shall apply the residue of the said rents and profits towards the payment of the Indebtedness secured hereby.