

accordance with the Collateral Agreement. Mortgagee is also hereby granted full and complete authority after Acceleration (vii) to employ watchmen to protect the Collateral; (viii) to continue any and all outstanding contracts for the erection and completion of Improvements to the Premises; (ix) to make all necessary or proper repairs, renewals, replacements, alterations, additions, betterments and improvements to the Premises that, in its discretion, may seem appropriate; (x) to insure and reinsure the Collateral for all risks incidental to Mortgagee's possession, operation and management thereof, (xi) to make and enter into any contracts and obligations wherever necessary in its own name; and (xii) to pay and discharge all debts, obligations and liabilities incurred thereby, all at the expense of Mortgagor. All such expenditures by Mortgagee shall be Secured Obligations hereunder.

(d) Foreclosure; Receiver. After Acceleration, Mortgagee shall also have the right immediately to foreclose this Mortgage. Upon the filing of any complaint for that purpose, the court in which such complaint is filed may, upon application of Mortgagee or at any time thereafter, either before or after foreclosure sale, and without notice to Mortgagor or to any part claiming under Mortgagor, without regard to the solvency or insolvency at the time of such application of any person then liable for the payment of any of the Secured Obligations, without regard to the then value of the Premises, and without requiring any bond from the complainant in such proceedings, appoint a receiver for the benefit of Mortgagee (which may be Mortgagee), with power to take possession, charge, and control of the Premises, to operate or lease the same, to keep the buildings thereon insured and in good repair, and to collect any revenues of operation or Rents during the pendency of such foreclosure suit, and, in case of foreclosure sale and a deficiency, during any period of redemption. The court may, from time to time, authorize said receiver to pay the net amounts remaining in his hands, after deducting reasonable compensation for the receiver and his counsel to be allowed by the court, to Mortgagee for deposit into the Collateral Account to be held and applied in accordance with the Collateral Agreement. This Mortgage and the right of foreclosure hereunder shall not be impaired or exhausted by one or any foreclosure or by one or any sale, and may be foreclosed successively and in parts, until all of the Premises have been foreclosed against and sold.

(e) Costs of Enforcement. In case of any foreclosure (or commencement thereof or preparation therefor) of this Mortgage in any court or by power of sale, all expenses of every kind paid or incurred by Mortgagee for the enforcement,

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