

2.03 Mortgagee's Right to Enter and Take Possession, Operate and Apply Income

(a) If an Event of Default shall have occurred, be continuing, and is not cured within the applicable time period as provided herein, the Mortgagor, upon demand of the Mortgagee, shall forthwith surrender to the Mortgagee the actual possession of the Premises, and if and to the extent permitted by law, the Mortgagee itself, or by such officers or agents as it may appoint, may enter and take possession of all the Premises and may exclude the Mortgagor and its agent and employee wholly therefrom, and may have joint access with the Mortgagor to the books, papers and accounts of the Mortgagor with respect to the Premises.

(b) If the Mortgagor shall, for any reason, fail to surrender or deliver the Premises, or any part thereof after such demand by the Mortgagee, the Mortgagor may obtain a judgement or decree conferring on the Mortgagee the right to immediate possession or requiring the Mortgagor to deliver immediate possession of all or part of such Premises to the Mortgagee, to the entry of which judgement or decree the Mortgagor hereby specifically consents.

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

(d) Upon such entering upon or taking of possession, the Mortgagee may hold, store, use, operate, manage and control the Premises and conduct the business thereof and, from time to time,

(i) Make all necessary and property maintenance, repairs, renewals, replacements, additions, betterments and improvements thereto and thereon and purchase or otherwise acquire additional fixture, personalty and other property;

(ii) Insure or keep the Premises insured;

(iii) Manage and operate the Premises and exercise all the rights and powers of the Mortgagor in its name or otherwise, with respect to the Premises;

(iv) Enter into any and all agreements with respect to the exercise by other of any of the powers herein granted the Mortgagee.

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