

Indebtedness and all other obligations hereby secured. If default shall be made in the payment of said Secured Indebtedness, or any part thereof or in the performance of any covenant or agreement of the Lease or Promissory Note, or of this Mortgage, MORTGAGEE shall have the right, forthwith and without notice, to the appointment of a receiver (whether or not foreclosure proceedings are instituted) who shall be entitled to enter into and upon the premises, to take possession thereof, and to collect said rent, income and profits, regardless of the adequacy of the security or the solvency of MORTGAGOR, MORTGAGOR hereby covenanting that the appointment of such receiver by any judge of a court of competent jurisdiction, at chambers or otherwise, regardless of the adequacy of the security or the solvency of MORTGAGOR, shall be a matter of right to MORTGAGEE. All such net income, after payment of any collection, management and attorney's fees, shall be applied toward the payment of any advances made by the MORTGAGEE or in reduction of any indebtedness, including interest thereon, hereby secured in such manner or proportion as the MORTGAGEE may elect, without liability to account for anything more than the rents and proceeds actually received.

10. MORTGAGOR shall pay to MORTGAGEE all sums, including costs, expenses, and reasonable agent's or attorney's fees (including attorney's fees in connection with appellate proceedings), which it may expend or become obligated to pay in any proceedings, legal or otherwise, to prevent the commission of waste, to protect or to sustain its security interest in the mortgaged property or to defend against liens, claims, rights, estates, easements, or restrictions, asserting priority to this Mortgage, except the rights and liens of the Lessor and any prior mortgagees of the Lessor approved in writing by MORTGAGEE; in payment, settlement, discharge or release of any asserted lien, claim, right, easement, or restriction made upon advice of