

In the event MORTGAGOR fails to perform any of the terms, covenants and conditions required to be performed or observed by MORTGAGOR under the Lease, then MORTGAGEE may, as MORTGAGOR'S true agent and lawful attorney in fact, but without obligation to do so, and without notice or demand upon MORTGAGOR and without relieving MORTGAGOR from any obligation thereof, take any action deems necessary or desirable, in its sole discretion, to prevent or cure any such default by MORTGAGOR. Upon receipt by MORTGAGEE of any written notice of default by MORTGAGOR under the Lease, whether from MORTGAGOR or otherwise, MORTGAGEE may rely thereon and take any action it deems necessary to cure such default even though the existence of such default or the nature thereof may be questioned or denied by MORTGAGOR or by any party on behalf of MORTGAGOR. MORTGAGOR hereby expressly grants to MORTGAGEE, and agrees that MORTGAGEE shall have, the absolute and immediate right to enter upon the premises or any part thereof to such extent and as often as MORTGAGEE deems necessary or desirable in order to cure any such default by MORTGAGOR. MORTGAGEE may pay and expend such sums of money as MORTGAGEE in its sole discretion deems necessary for any such purpose, may pay expenses, employ counsel and pay his reasonable attorney's fees. All costs, charges and expenses so incurred or paid by MORTGAGEE shall become due and payable by MORTGAGOR immediately, whether or not there be notice, demand, attempt to collect or suit pending. Payment of the amount so incurred or paid by MORTGAGEE, together with interest thereon at the rate provided in the Promissory Note from the date incurred until paid by MORTGAGOR, shall be secured by this Mortgage.

MORTGAGOR agrees that it will not surrender any of its rights under the Lease and will not, without the prior written consent of MORTGAGEE, consent to any modification, assignment, change or any alteration or amendment of the Lease, either orally or in writing, and no release or forbearance of any of