

(c) The "Borrower" will pay to the "Lender", upon demand, all expenses of obtaining such judgment or decree and reasonable compensation to the "Lender", its attorneys and agents; and all such expenses and compensation shall, until paid, be secured by the lien of this mortgage.

(d) Upon every such entering upon or taking of possession, the "Lender" may hold, store, use, operate, manage and control the Mortgaged Property and conduct the business thereof, and, from time to time

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

(ii) insure or keep the Mortgage Property insured;

(iii) manage and operate the Mortgaged Property and exercise all the rights and powers of the "Borrower" in its name or otherwise, with respect to the same;

(iv) enter into any and all agreements with respect to the exercise by others of any of the powers herein granted the "Lender",

all as the "Lender" from time to time may determine to be to its best advantage; and the "Lender" may collect and receive all the income, revenues, rents, issues and profits of the same, including those past due as well as those accruing thereafter, and, after deducting

(aa) All expenses of taking, holding, managing, and operating the Mortgaged Property (including compensation for the services of all persons employed for such purposes);

(bb) The cost of all such maintenance, repairs, renewals, replacements, additions, betterments, improvements and purchases and acquisitions;

(cc) The cost of such insurance;

(dd) such taxes, assessments and other charges prior to the lien of this mortgage as the "Lender" may determine to pay;

(ee) other proper charges upon the Mortgaged Property or any part thereof; and

(ff) the reasonable compensation, expenses and disbursements of the attorneys and agent of the "Lender".

shall apply the remainder of the moneys so received by the "Lender", first to the payment of accrued interest; second to the payment of tax deposits required in Paragraph 1.03 of Article 1; and third to the payment of overdue installments of principal.

(e) Whenever all that is due upon such interest, tax deposit and principal installments and under any of the terms of this mortgage, shall have been paid and all defaults made good, the "Lender" shall surrender possession of the Mortgaged Property to the "Borrower", its successors or assigns. The same right of taking possession, however, shall exist if any subsequent Event of Default shall occur and be continuing.

2.04. Receiver. If any event of default shall have occurred and be continuing, "Lender" shall be entitled, as a matter of strict right and without notice, and without regard to the value or occupancy of the security, to have a receiver appointed to enter upon and take possession of the premises, collect the rents and profits therefrom and apply the same as the court may direct, such receiver to have all the rights and powers permitted under the laws of Florida. The expenses, including receiver's fees, counsel fees, costs and agent's compensation, incurred pursuant to the powers herein contained shall be secured hereby. The right to enter and take possession of said property, to manage and operate the same, to collect the rents, issues and profits thereof, whether by a receiver or otherwise, shall be cumulative to any other right or remedy hereunder or afforded by law, and may be exercised concurrent therewith or independently thereof. "Lender" shall be liable to account only for such rents, issues and profits actually received by "Lender", whether received pursuant to this Paragraph 2.04 or the preceding Paragraph 2.03.

2.05 "Lender's" Power of Enforcement. If an Event of Default shall have occurred and be continuing, the "Lender" may, either with or without entry or taking possession as hereinabove provided or otherwise, proceed by suit or suits at law or in equity or by any other appropriate proceeding or remedy (a) to enforce payment of the note or the performance of any term hereof or any other right, (b) to foreclose this mortgage and to sell, as an entirety or in separate lots or parcels, the Mortgaged Property, under the judgment or decree of a court or courts of competent jurisdiction, and (c) to pursue any other remedy available to it, all as the "Lender" shall deem most effectual for such purposes. The "Lender" shall take action either by such proceedings or by the exercise of its powers with respect to entry or taking possession, as the "Lender" may determine.

2.06 Leases. The "Lender", at the "Lender's" option, is authorized to foreclose this mortgage subject to the rights of any tenants of the Mortgaged Property, and the failure to make any such tenants parties defendants to any such foreclosure proceeding and to foreclose their rights will not be, nor be asserted to be by the "Borrower", a defense to any proceedings instituted by the "Lender" to collect the sums secured hereby, or any deficiency remaining unpaid after the foreclosure sale of the Mortgaged Property.

2.07 Purchase by "Lender". Upon any such foreclosure sale, pursuant to judicial proceedings, the "Lender" may bid for and purchase the Mortgaged Property and, upon compliance with the terms of sale, may hold, retain and possess and dispose of such property in its own absolute right without further accountability.

2.08 Application of Indebtedness Toward Purchase Price. Upon any such foreclosure sale, pursuant to judicial proceedings, the "Lender" may, if permitted by law, after allowing for the proportion of the total purchase price required to be paid in cash for the costs and expenses of the sale, compensation and other charges, in paying the purchase price, apply to the purchase price any portion of or all sums due to the "Lender" under the note and this mortgage, in lieu of cash, to the amount which shall, upon distribution of the net proceeds of such sale, be payable thereon.

2.09 Waiver of Appraisal, Valuation, Stay, Extension, and Redemption Laws. The "Borrower" agrees to the full extent permitted by law, that in case of a default on its part hereunder, neither the "Borrower" nor anyone claiming through or under it shall or will set up, claim or seek to take advantage of any appraisal, valuation, stay, extension or redemption laws now or hereafter in force, in order to prevent or hinder the enforcement or foreclosure of this mortgage, or the absolute sale of the property hereby conveyed, or the final and absolute putting into possession thereof, immediately after such sale, of the purchasers thereof, and the "Borrower", for itself and all who may at any time claim through or under it, hereby waives to the full extent that it may lawfully so do, the benefit of all such laws, and any and all right to have the assets comprised in the security intended to be created hereby marshalled upon any foreclosure of the lien hereof and agrees that the "Lender" or any court having jurisdiction to foreclose such lien may sell the Mortgaged Property as an entirety.