

exercised from time to time, and as often as may be deemed expedient, by the Agent.

17. Indemnity and Expenses. The Mortgagor agrees to indemnify the Agent from and against any and all claims, losses and liabilities growing out of or resulting from this Mortgage (including, without limitation, enforcement of this Mortgage), except claims, losses or liabilities resulting from the Agent's gross negligence or wilful misconduct. The Mortgagor will upon demand pay to the Agent, the Bank and Prudential the amount of any and all reasonable expenses, including reasonable fees and disbursements of its counsel and of any experts and agents, which the Agent, the Bank and Prudential, respectively, may incur in connection with (i) the administration of this Mortgage, (ii) the exercise or enforcement of any of the rights of the Agent, the Bank or Prudential hereunder, or (iii) the failure of the Mortgagor to perform or observe any of the provisions hereof.

18. Additional Powers and Duties of Agent. To the extent required from time to time by applicable law:

(a) In the event of a Mortgage Event of Default, the Agent shall exercise the rights and powers vested in the Agent by this Mortgage and use the same degree of care and skill in their exercise as a prudent man would exercise or use in the circumstances in the conduct of his own affairs and in considering what actions are or are not prudent in the circumstances shall consider whether or not:

(1) to take such action as may be necessary or proper to sequester the rents and income of the property;

(2) to procure from the owner of the property an assignment of rents and/or a consent to enter into possession of the property and to collect the rents therefrom;

(3) to apply to the court for the appointment of a receiver of the rents and income of the property;

(4) to declare due and payable forthwith any principal amount remaining due and unpaid and commence an action of foreclosure;