

(1) all of the indebtedness hereby secured shall immediately become due and payable at the option of either of the holders thereof upon written notice to Mortgagor.

(2) Irrespective of whether either of the holders of the indebtedness secured hereby accelerates the maturity of such indebtedness, or institutes foreclosure proceedings, Mortgagee may collect the rents, issues and profits of the premises and may enter and take possession thereof and manage and operate the same and take any action which, in Mortgagee's judgment, is necessary or proper to conserve the value thereof, including the appointment of a receiver, and to collect the rents, issues and profits thereof. The Mortgagee or such receiver may also take possession of, and for these purposes use, any and all personal property contained in the premises and used by Mortgagor in connection therewith. The right to enter and take possession of the premises and use any personal property therein, to manage, operate and conserve the same, and to collect the rents, issues, and profits thereof, whether by a receiver or otherwise, shall be in addition to all other rights or remedies of Mortgagee hereunder or afforded by law, and may be exercised concurrently therewith or independently thereof. After paying costs of collection and any other expenses incurred, the proceeds shall be applied to the payment of the indebtedness secured hereby in such order as Mortgagee shall elect, and Mortgagee shall not be liable to account to Mortgagor for any action taken pursuant hereto other than to account for any rents actually received by Mortgagee.

2. Mortgagee, its successors and assigns, or the holder or holders of any part of the indebtedness hereby secured, are expressly authorized to pay any taxes or assessments on said property, to secure or renew insurance required hereunder, under the Loan Agreement or under the Guaranty and to pay the premiums thereon, and to disburse funds otherwise to protect the property conveyed hereby or to cure any default of Mortgagor in the performance of the obligations secured hereby, but it shall be under no obligation to do so, and in so doing it may rely upon the bill, statement or estimate of any person without inquiry into the accuracy thereof.

And it is further stipulated and agreed, that any such sums expended by Mortgagee, its successors or assigns, shall be added to and constitute a valid portion of the indebtedness hereby secured, and shall bear interest at the same rate.