

a) Acceleration.

Declare the unpaid portion of the Indebtedness to be immediately due and payable in full, without notice or demand, except as expressly provided herein (each of which hereby is expressly waived by mortgagor), whereupon the same shall become immediately due and payable.

b) Possession by Mortgagee Upon Default - Restoration.

Upon the occurrence of any Event of Default which remains uncured upon expiration of the applicable grace period, the mortgagor upon written demand by mortgagee, shall forthwith surrender to the mortgagee the actual possession of the Mortgaged Property, and, whether or not the mortgagor has surrendered the Mortgaged Property, the mortgagee shall be, in its discretion, forthwith entitled to the extent permitted by law, by its officers, agents or employees, immediately to enter into or upon and take possession of all or any part of the Mortgaged Property, shall have the right to manage the same and to operate, conduct and carry on the business of the mortgagor and in connection therewith, and unless prohibited by the terms hereof or by law, to exercise and enjoy all the occupancy and operating rights of the mortgagor, and shall have the right to collect the rents, issues, income and profits from the Mortgaged Property and to apply the same to the expenses of operating such business, including the payment of all taxes, assessments, insurance premiums and the costs of all repairs or other charges reasonably required, in its judgment, to preserve the security of this mortgage. After deducting the expenses of operating the Mortgaged Property and conducting the business of the mortgagor with respect thereto, including the amounts expended for such taxes, assessments, insurance and repairs and other proper charges upon the Mortgaged Property or any part thereof, including just and reasonable compensation for the services of the officers, agents and employees of the mortgagee employed or engaged for such purposes, mortgagee shall apply the balance of the monies derived as aforesaid to the Indebtedness secured under this mortgage. Upon the curing of any Event of Default then existing, the Mortgaged Property and any excess monies in the possession of mortgagee derived as aforesaid shall be returned to the mortgagor as though no default had occurred.

c) Appointment of Receiver.

Upon the occurrence of any Event of Default which remains uncured upon expiration of the applicable grace period, the mortgagee shall be, in its discretion, forthwith entitled to the appointment of a receiver of all the Mortgaged Property and of the rents, issues, income and profits thereof for such period and with such powers as the court making the appointment may confer or as are otherwise provided by law.

d) Foreclosure and Other Legal Remedies.

Upon the occurrence of any Event of Default which remains uncured upon expiration of the applicable grace period, mortgagee shall be, in its discretion, forthwith entitled to protect and enforce its rights under this mortgage by a suit or suits in equity or at law for the specific performance of any covenant or agreement in the Note, or in this Mortgage contained, or in aid of the execution of any power or authority therein or

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