

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.

Section 4.05. Foreclosure and Other Legal Remedies.

Upon any event of default, the 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, the Loan Agreement or in this Mortgage contained, or in aid of the execution of any power or right therein or herein granted, or for the foreclosure of this Mortgage, including the right to sue upon the Note and proceed thereon to judgment for the whole amount then due under this Mortgage, or the enforcement of any other legal or equitable remedy available to the Mortgagee. All expenses incurred by the Mortgagee in connection with such legal proceedings, or in any other proceedings wherein it becomes necessary that this Mortgage be allowed or established in court, shall become immediately due and payable by Red Roof and shall become a part of the indebtedness secured hereunder, including, without limiting the generality thereof, reasonable attorneys' fees, the cost of title insurance or continuation of abstracts, and procuring or preparing any documents or evidence for use therein. In the event of any sale made under or by virtue of a judicial proceeding or decree of foreclosure and sale, or as permitted by law, the Mortgaged Property may be sold in one parcel and as an entirety, or in separate parcels or lots, as Mortgagee may determine.

Section 4.06. Additional Remedies of Mortgagee with Respect to Chattels. Upon any event of default, Mortgagee shall have all the rights and remedies permitted under the