

to all insurance policies, bonds, loan commitments and other intangible property covered hereby. Additionally, with respect to the Mortgaged Property, after a sale of all or any portion thereof, the Developer will be considered a tenant at sufferance of the purchaser of the same, and said purchaser shall be entitled to immediate possession thereof, and if the Developer shall fail to vacate the Premises immediately, purchaser may and shall have the right, without further notice to the Developer, to file an action in forcible entry and detainer, which action shall lie against the Developer or its assigns or legal representatives, as a tenant at sufferance. This remedy is cumulative of any and all remedies the purchaser may have hereunder or otherwise.

To the extent permitted by the laws of the State in which the Premises are located, the Surety may sell all or any portion of the Mortgaged Property together or in lots or parcels and in such manner and order as the Surety, in its sole discretion, may elect. If the proceeds of any such sale of less than the whole of the Mortgaged Property shall be less than the aggregate of the Indebtedness Hereby Secured and the expense of executing this trust, this Mortgage and the lien, security interest and assignment hereof shall remain in full force and effect as to the unsold portion of the Mortgaged Property just as though no sale had been made. The Developer shall never have any right to require the sale or sales of less than the whole of the Mortgaged Property.

The Surety shall have the right to become the purchaser at any sale of the Mortgaged Property hereunder and shall, to the extent permitted by law, have the right to have credited on the amount of its bid therefor all (or any part of) of the Indebtedness Hereby Secured held by it as of the date of such sale.

SECTION 19. RIGHT OF POSSESSION.

When the Indebtedness Hereby Secured shall become due, whether by acceleration or otherwise, or in any case in which, under the provisions of this Mortgage, the Surety has a right to cause foreclosure proceedings to be instituted, the Developer shall, forthwith upon demand of the Surety surrender to the Surety, and the Surety shall be entitled to take actual possession of, the Premises or any part thereof, personally or by its agent or attorneys, and the Surety, in its discretion, may enter upon and take and maintain possession of all or any part of the Premises, together with all documents, books, records, papers, and accounts of the Developer or the then owner of the Premises relating thereto, and may exclude the Developer, and any agents and servants thereof wholly therefrom and may, on behalf of the Developer or such owner, or in its own name as the Surety and under the powers herein granted:

(a) hold, operate, manage, and control all or any part of the Premises and conduct the business, if any, thereof, either personally or by its agents, with full power to use such measures, legal or equitable, as in its discretion may be deemed proper or necessary to enforce the payment or security of the rents, issues, profits, revenues and other income of the Premises including without limitation actions for recovery of rent, actions in forcible detainer, and actions in distress for rent, all without notice to the Developer;

(b) cancel or terminate any Lease or sublease of all or any part of the Premises for any cause or on any ground that would entitle the Developer to cancel the same;

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