

Rents and to apply the same to pay the receiver's expenses for the operation of the Mortgaged Property and then in the manner provided in paragraph 3.3 herein. Upon appointment of said receiver, Mortgagor shall immediately deliver possession of all of the Mortgaged Property to such receiver.

8.3 Mortgagor shall pay all costs and expenses, including without limitation costs of title searches and title policy commitments, costs of Uniform Commercial Code searches, court costs and reasonable attorneys' fees, incurred in enforcing payment and performance of the Obligation or in exercising the rights and remedies of Mortgagee hereunder. Such court costs and attorneys' fees shall be set by the court and not by jury, shall be included in any judgment obtained by Mortgagee, shall be added to the Obligation and secured by this Mortgage.

8.4 In addition to any remedies provided herein for an Event of Default, Mortgagee shall have all other legal or equitable remedies allowed under applicable law. No failure on the part of Mortgagee to exercise any of its rights hereunder arising upon any Event of Default shall be construed to prejudice its rights upon the occurrence of any other or subsequent Event of Default. No delay on the part of Mortgagee in exercising any such rights shall be construed to preclude it from the exercise thereof at any time during the continuance of that Event of Default. Mortgagee may enforce any one or more remedies or rights hereunder successively or concurrently. By accepting payment or performance of any of the Obligation after its due date, Mortgagee shall not thereby waive the agreement contained herein that time is of the essence, nor shall Mortgagee waive either its right to require prompt payment or performance when due of the remainder of the Obligation or its right to consider the failure to so pay or perform an Event of Default.

SECTION 9. DEFINITIONS

As used herein, the following capitalized terms shall have the meanings set forth below, or in the paragraphs indicated, unless the context otherwise requires.

9.1 "Bank Credit Agreement" shall have the meaning specified in Paragraph B of the Recitals in this Mortgage.

9.2 "Banks" shall have the meaning specified in the first Paragraph hereof.

9.3 "Banks' Agent" shall have the meaning specified in Paragraph B of the Recitals in this Mortgage.

9.4 "Borrower" shall have the meaning specified in Paragraph C of the Recitals in this Mortgage.