

including but not limited to taxes, assessments, water rates, sewer rents, liens, insurance premiums and maintenance costs advanced by Mortgagee, and in addition, reasonable attorney's fee.

18.4 Mortgagee may, and regardless of whether foreclosure proceedings have been instituted or not, (i) collect the rents, issues and profits of the Property, and (ii) enter and take possession of the Property and manage and operate the Property, as a Receiver without Bond and take any action which, in Mortgagee's judgment, is necessary or proper to manage, operate and conserve the value of the Property. In the exercise of the aforesaid rights and powers, Mortgagee may also take possession and use any and all personal property contained in the Property and used by Mortgagor in the operation and leasing thereof.

18.5 Mortgagee shall be entitled, as a matter of right without notice or demand and without regard to the adequacy of the security for the debt hereby secured, to the appointment of a receiver of the Property, and of the rents, issues, profits, revenues and other income thereof for the operation and maintenance of the Property whether or not foreclosure of this Mortgage shall have been commenced.

18.6 The rights of Mortgagee arising hereunder shall be separate, distinct and cumulative and none of them shall be in exclusion of the others; no act of Mortgagee shall be construed as an election to proceed under any one provision herein to the exclusion of any other provision, anything herein or otherwise to the contrary notwithstanding.

19. Upon the occurrence of any Event of Default, Mortgagee, but without obligation to do so and without notice to or demand upon Mortgagor and without releasing Mortgagor from any obligations hereunder, may: make any payments or do any acts required of Mortgagor hereunder in such manner and to such extent as either may deem necessary to protect the security hereof, Mortgagee being authorized to enter upon the Property for such purposes; commence, appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Mortgagee; pay, purchase, contest or compromise any encumbrance, charge or lien in accordance with the following paragraph; and in exercise of any such powers, pay necessary expenses, employ counsel and pay a reasonable fee therefor; all sums so expended shall be payable on demand by Mortgagee, be secured hereby and bear interest at the Default Rate.

19.1 Mortgagee, in making any payment herein and hereby authorized, in the place and stead of the Mortgagor, in the case of payment of taxes, assessments, water rates, sewer rentals and other governmental or municipal charges, fines, impositions or liens asserted against the Property, may make such payment in reliance on any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of the bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof; in the case of any apparent or threatened adverse claim of title, lien, statement of lien, encumbrance, mortgage, claim or charge, Mortgagee may make such payment whenever, in the sole judgment and discretion of Mortgagee, such advance or advances shall seem necessary or desirable to protect the full security intended to be created by this instrument; provided, further, that in connection with any such advance, Mortgagee, at its option, may and is hereby authorized to obtain a continuation report of title prepared by title insurance company, the cost or expense of which shall be repayable by the Mortgagor without demand with interest at the Default Rate and shall be secured hereby.

19.2 Further, if Mortgagee is made a party defendant to any litigation concerning this Mortgage or the Property, or any part

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