

18. Upon the occurrence of any such default or Event of Default, which has not been timely cured after any notice to Mortgagor required by the terms of this Mortgage, Mortgagee shall have all of the following remedies in addition to any other remedies provided by law, all of which may be pursued simultaneously or in whichever order Mortgagee shall determine;

18.1 Mortgagee may cure the default, and the cost thereof, with interest at the Default Rate shall immediately be due from Mortgagor to Mortgagee and secured by this Mortgage and for the purpose of curing any such default, Mortgagee may appear in any appropriate proceeding and retain counsel therein and take such action therein in either the name of Mortgagor or the name of Mortgagee as Mortgagee deems advisable, and in settling any such proceeding or in bringing about the release, discharge, satisfaction or settlement of any claim, Mortgagee shall, as between Mortgagee and Mortgagor be the sole judge of the legality, validity and priority thereof and of the amount to be paid to effect any such settlement, release, discharge or satisfaction, and the cost thereof, including reasonable fees of counsel selected by Mortgagee, together with interest at the Default Rate shall immediately be due and payable to Mortgagee from Mortgagor and shall be secured by this Mortgage.

18.2 Mortgagee, at its option, may by written notice to Mortgagor, declare the principal of the Note hereby secured and then outstanding to be due and payable immediately, and upon such declaration, the said principal, so declared to be due and payable, together with the interest accrued thereon, postponed interest and interest at the Default Rate and together with any other sums secured hereby, shall become and be due and payable immediately, anything in this Mortgage or in the Note to the contrary notwithstanding.

18.3 Mortgagee may exercise all of its rights and remedies as provided in the instruments evidencing and securing the indebtedness and under law, and may prosecute the same to judgment, execution and sale, for the collection of said sum, and interest thereon, postponed interest, and interest at the Default Rate together with all charges, 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 fees.

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,