

incurred by Lender in connection therewith shall be secured hereby and shall be, without demand, immediately repaid by Borrower to Lender with interest thereon at the default rate provided in the Note. Lender shall be the sole judge of the necessity for any such actions and of the amounts to be paid. Lender is hereby empowered to enter and to authorize others to enter upon the Premises or any part thereof for the purpose of performing or observing any such defaulted term, covenant or condition without thereby becoming liable to Borrower or any person in possession holding under Borrower.

(b) If Borrower shall default in the observance of any obligation of the landlord pursuant to any lease ever assigned to Lender by Borrower pursuant to this Mortgage, Lender may at its option, and is hereby authorized to, pay any sums in any form or manner or perform any acts deemed expedient by Lender to cure such Default and to rely on any representations and statements of the lessees under such leases. Any such funds may be expended by Lender without inquiry into the accuracy or validity thereof. Any amounts so expended shall bear interest as provided in the Note. All sums so expended by Lender with interest shall be immediately repaid by Borrower to Lender and shall be secured hereby.

2.05 Receiver. If a Default shall have occurred, Lender, upon application to a court of competent jurisdiction, shall be entitled as a matter of strict right, without notice and without regard to the adequacy or value of any security for the Indebtedness or the solvency of any party bound for its payment, to the appointment of a receiver to take possession of and to operate the Premises and to collect and apply the incomes, rents, issues, profits and revenues thereof. The

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