

SECTION 13. ASSIGNMENT OF LEASES AND RENTS.

To further secure the Indebtedness Hereby Secured, the Developer is assigning all rents, issues, profits, revenues and other income of the Mortgaged Property to the Co-Mortgagees, as assignees, under the terms and conditions provided in the First Collateral Assignment of Leases and Rents. In the event the Surety requires that Developer execute and record a separate collateral assignment of rents or separate assignments of any of the Leases to the Co-Mortgagees, the terms and provisions of those assignments shall control in the event of a conflict between the terms of this Mortgage and the terms thereof.

SECTION 14. OBSERVANCE OF LEASE ASSIGNMENT.

If any lessee under any of the Leases transferred, sold or assigned to the Co-Mortgagees or if the Developer, as lessor therein, shall fail to perform and fulfill any term, covenant, condition or provision in said Lease, on its or their part to be performed or fulfilled at the times and in the manner in said Lease provided, the Developer may cancel, terminate, amend, modify or void any of the Leases without the Surety's prior written consent.

SECTION 15. TRUSTEE'S AND SURETY'S PERFORMANCE OF DEVELOPER'S OBLIGATIONS.

If an Event of Default shall have occurred and be continuing, either Co-Mortgagee (either before or after acceleration of the Indebtedness Hereby Secured or the foreclosure of the lien hereof and during the period of redemption, if any) may, but shall not be required to, make any payment or perform any act herein required of the Developer (whether or not the Developer is personally liable therefor) in any reasonable form and manner deemed expedient to the Trustee or the Surety. Either Co-Mortgagee may, but shall not be required to, rent, operate, and manage the Premises and any part or all of the Improvements and pay reasonable operating costs and expenses, including management fees, of every kind and nature in connection therewith, so that the Premises shall be operational and useable for their intended purposes. All moneys paid, and all reasonable expenses paid or incurred in connection therewith, including attorney's fees and other moneys advanced by either Co-Mortgagee to protect the Premises and the lien hereof, to rent, operate and manage the Premises or to pay any such operating costs and expenses thereof or to keep the Premises operational and useable for their intended purposes shall be so much additional Indebtedness Hereby Secured, whether or not the Indebtedness Hereby Secured, as a result thereof, shall exceed the face amount of the First Secured Note, and shall become immediately due and payable on demand, and with interest thereon at the Default Rate specified in the First Secured Note (herein called the "Default Rate"). Inaction of either Co-Mortgagee shall never be considered as a waiver of any right accruing to either of them on account of any Default nor shall the provisions of this Section or any exercise by either Co-Mortgagee of any rights hereunder prevent any default from constituting a Default. The Trustee or the Surety, in making any payment hereby authorized (a) relating to Taxes, may do so according to any bill, statement or estimate, without inquiry into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof; (b) for the purchase, discharge, compromise or settlement of any lien; or (c) in connection with the completion of construction, furnishing or equipping of the Premises or the rental, operation or management of the Premises or the payment of

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