

and proper repairs, renewals, replacements, additions, betterments and improvements thereto and thereon and purchase or otherwise acquire additional fixtures, personalty and other property; (ii) insure or keep the Mortgaged Property insured; (iii) manage and operate the Mortgaged Property and exercise all the rights and powers of the Mortgagor in its name or otherwise, with respect to the same, and (iv) enter into any and all agreements with respect to the exercise by others of any of the powers herein granted by the Mortgagor, all as the Mortgagee may, from time to time, determine to be to its best advantage; and the Mortgagee may collect and receive all of the income, rents, profits, issues and revenues of the Mortgaged Property, including those past due as well as those accruing thereafter and, after deducting, (aa) all expenses of taking, holding, managing and operating the Mortgaged Property (including compensation for the services of all persons employed for such purposes); (bb) the cost of all such maintenance, repairs, renewals, replacements, additions, betterments, improvements, purchases and acquisitions; (cc) the cost of such insurance; (dd) such taxes, assessments and other charges prior to the lien of this Mortgage and such utility charges as the Mortgagee may determine to pay; (ee) other proper charges upon the Mortgaged Property or any part thereof and (ff) the reasonable compensation and expenses of attorneys and agents of the Mortgagee, shall apply the remainder of the money so received by the Mortgagee, first to payment of accrued Interest; then to the payment of escrow deposits

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