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(d) The voluntary or involuntary sale, assignment or transfer of all or part of the premises, without the prior written consent of the Mortgagee;

(e) If any representation or warranty made in writing by Mortgagor in connection herewith shall prove to have been false or incorrect in any material respect at the time it was made; or

(f) Any event of default as set forth in the Loan Agreement or any other document given in connection therewith. All such events of default are incorporated into the within Mortgage by reference and made a part hereof.

(20) If an event of default shall have occurred, then the whole unpaid principal sum of the indebtedness secured hereby with interest accrued thereon shall, at the option of the Mortgagee, become due and payable without notice or demand, time being of the essence of this Mortgage; and no omission on the part of the Mortgagee to exercise such option when entitled so to do shall be considered as a waiver of such right.

(21) (a) If an event of default shall have occurred and be continuing, the Mortgagor, upon demand of the Mortgagee, shall forthwith surrender to the Mortgagee the actual possession of the premises and to the extent permitted by law, the Mortgagee may enter and take possession of the premises and may exclude the Mortgagor and the Mortgagor's agents and employees wholly therefrom.

(b) To the extent permitted by law, upon every such entering and taking of possession, the Mortgagee may hold, store, use, operate, manage, control, and maintain the premises and conduct the business thereof, and from time to time, (i) make all necessary and proper repairs, renewals, replacements, additions, betterments and improvements thereto and thereon and purchase or otherwise acquire additional fixtures, personalty and other property; (ii) keep the premises insured; (iii) manage and operate the premises and exercise all the rights and powers of the Mortgagor in and to 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 to the Mortgagee, all as the Mortgagee may from time to time determine to be its best advantage; and the Mortgagee may collect and receive all of the income, rents, profits, issues and revenues of the premises, including the past-due as well as those accruing thereafter and, after deducting (1) all expenses of taking, holding, managing and operating the premises (including compensation for the services of all persons employed for such purposes); (2) the cost of all such maintenance, repairs, renewals, replacements, additions, betterments, improvements, purchases, and acquisitions; (3) the cost of such insurance; (4) such taxes, assessments and other charges prior to the lien of this indenture as the Mortgagee may determine to pay; (5) other proper charges upon the premises or any part thereof; and (6) 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 the payment of accrued interest, and second to the payment of principal.

(22) It is agreed that if there shall be any default hereunder, then it shall be lawful for the Mortgagee to proceed with collection, suit, action or foreclosure.

(23) It is agreed that in the event the debt secured by this Mortgage, or any part thereof, is collected by suit or action, or this Mortgage be foreclosed, or put into the hands of an attorney for collection, suit, action, or foreclosure, or in the event of the foreclosure of any mortgage, prior or

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