

and in case of a sale of the Mortgaged Property, and of the application of the proceeds of sale, as in this Mortgage provided, to the payment of the debt hereby secured, the Mortgagee shall be entitled to enforce payment of and to receive all amounts then remaining due and unpaid upon the Note, and all other payments, charges and costs due under this Mortgage, and shall be entitled to recover judgment for any portion of the debt remaining unpaid, with interest. In case of proceedings against the Company in insolvency or bankruptcy or for its reorganization or involving the liquidation of its assets, the Mortgagee shall be entitled to prove the whole amount of principal and interest due upon the Note to the full amount thereof, and all other payments, charges and costs due under the Note and this Mortgage, without deducting therefrom any proceeds obtained from the sale of the whole or any part of the Mortgaged Property; provided, however, that in no case shall the Mortgagee receive a greater amount than such principal and interest and such other payments, charges and costs from the aggregate amount of the proceeds of the sale of the Mortgaged Property and the distribution from the estate of the Company.

SECTION 3.04. After the happening of any event of default and immediately upon the commencement of any action, suit or other legal proceeding by the Mortgagee to obtain judgment for the principal of or interest on the Note and other sums required to be paid by the Company pursuant to any provision thereof or of this Mortgage, or of any other nature in aid of the enforcement of the Note or of this Mortgage, the Company will (a) waive the issuance and service of process and enter its voluntary appearance in such action, suit or proceeding, (b) consent to the entry of a judgment for such principal and interest and other sums, and for the lawful costs, expenses and compensation of the Mortgagee and of its agents or attorneys, and for such other relief as the Mortgagee may be entitled to hereunder, and (c) consent to the appointment of a receiver or receivers of the Mortgaged Property and of all the earnings, revenues, rents, issues, profits and income thereof. After the happening of any event of default and during its continuance, or upon the commencement of any proceedings to foreclose this Mortgage or to enforce the specific performance hereof