

thereof, wherever enacted, now or at any time hereafter in force, which may affect the covenants and terms of performance of this Mortgage, (iii) any law now or hereafter in force providing for the valuation or appraisal of the Property, or any part thereof, prior to any sale or sales thereof which may be made pursuant to any provision herein, or pursuant to the decree, judgment or order of any court of competent jurisdiction; (iv) any right under any statute heretofore or hereafter enacted, by any governmental authority or otherwise, to redeem the property so sold or any part thereof on behalf of Mortgagor and each and every person acquiring any interest or right to the property or any part thereof subsequent to the date hereof. The Mortgagor covenants not to hinder, delay or impede the execution of any power herein granted or delegated to the Mortgagee, but to suffer and permit the execution of every power as though no such law or laws had been made or enacted. Mortgagor, for itself and all who claim under it, waives to the extent that it lawfully may, all right to have the Property marshaled upon any foreclosure hereof.

36. In the event the ownership of the Property or any part thereof becomes vested in an entity other than Mortgagor, Mortgagee may, without notice to Mortgagor, deal with such successor or successors in interest with reference to this Mortgage and the Indebtedness in the same manner as with Mortgagor, and may forbear to sue or may extend time for payment of the debt secured thereby, without discharging or in any way affecting the liability of Mortgagor hereunder or upon the Indebtedness.

37. To the extent of the Indebtedness then outstanding, the Mortgagee is hereby subrogated to the lien or liens and to the rights of the owners and holders thereof of

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