

additional security hereunder, Mortgagor hereby assigns to Mortgagee the rents of the Property, provided that until further notice by the Mortgagee, the Mortgagor shall have the right to collect and retain such rents as they become due and payable. This assignment is made solely as collateral security and nothing herein contained shall be deemed to impose any obligation on the Mortgagee under any rental agreements or otherwise.

Upon acceleration under Paragraph 15 hereof or abandonment of the Property, Mortgagee in person, by agent or by judicially appointed receiver shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property, including those past due. All rents collected by the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Mortgage. The receiver shall be liable to account only for those rents actually received.

17. Assumption Not a Novation. Mortgagee's acceptance of an assumption of the obligations of this Mortgage shall not constitute a novation.

18. Release. Upon payment of all sums secured by this Mortgage, Mortgagee shall release this Mortgage without charge to Mortgagor. Mortgagor shall pay all costs of recordation, if any.

19. Certain Remedies. Mortgagor agrees, to the fullest extent permitted by applicable law, that (a) if an Event of Default shall occur and shall be continuing, the Mortgagee may foreclose this Mortgage for any part of the indebtedness secured hereby, subject to the continuing lien of this Mortgage for the balance of said indebtedness; and (b) in the event of foreclosure, the Property may be sold as a whole or in parcels, and in such order of priority as Mortgagee shall elect.