

demand at the option of the Mortgagee, and the Mortgagee may proceed to foreclose this Mortgage or otherwise pursue any right or remedy herein or by law provided.

(b) Irrespective of whether Mortgagee accelerated the maturity of all indebtedness secured hereby, or institutes foreclosure proceedings, Mortgagee may collect the rents, issues and profits of the Premises and to the extent permitted by law may enter and take possession thereof and manage and operate the same and take any action which, in Mortgagee's judgment, is necessary or proper to conserve the value thereof and to collect the rents, issues and profits thereof, or secure the appointment of a receiver for such purposes. Either Mortgagee or such receiver may also take possession of, and for these purposes use, any and all personal property contained in the Premises and used by Mortgagor in connection therewith. The right to enter and take possession of the Premises and use any personal property therein, to manage, operate and conserve the same, and to collect the rents, issues and profits thereof, whether by a receiver or otherwise, shall be in addition to all other rights or remedies of Mortgagee hereunder or afforded by law, and may be exercised concurrently therewith or independently thereof. After paying costs of collection and any other expenses incurred, the proceeds shall be applied to the payment of the indebtedness secured hereby in such order as Mortgagee shall elect, and Mortgagee shall not be liable to account to Mortgagor for any action taken pursuant hereto other than to account for any rents actually received by Mortgagee. Provided, however, that neither the Mortgagee, nor such receiver nor any purchaser at a foreclosure sale shall deprive any lessee of the use and possession of the leased premises so long as the lessee shall fully comply with all the terms, covenants and provisions of the lease.

Section 5.3 Waiver of Appraisal Laws. Mortgagor