

regard to the adequacy of the security for the indebtedness secured hereby or the solvency of the Company.

(c) The Company, in the event any Event of Default exists, shall, to the extent permitted by law, pay monthly in advance to the Trustee or the Beneficiary, or to any such receiver, the fair and reasonable rental value for the use and occupancy of the Properties, the Improvements and the Personal Property or such part thereof as may be in the possession of the Company. Upon default in the payment thereof, the Company shall vacate and surrender possession of the Properties, the Improvements and the Personal Property or of such part thereof to the Trustee, the Beneficiary or such receiver, as the case may be, and upon a failure so to do may be evicted by summary proceedings.

(d) In any sale under any provision of this Indenture or pursuant to any judgment or decree of court, the Trust Estate, or any part thereof, to the extent permitted by law, may be sold in one or more parcels or as an entirety and in such order as the Trustee or the Beneficiary may elect, without regard to the right of the Company, or any person claiming under it, to the marshalling of assets.

(e) The purchaser at any such sale shall take title to the Trust Estate or the part thereof so sold free and discharged of the estate of the Company therein, the purchaser being hereby discharged from all liability to see to the application of the purchase money. Any person, including the Trustee or the Beneficiary, may purchase at any such sale. Upon the completion of any such sale made by the Trustee under or by virtue of this Section 3.02, the Trustee shall execute and deliver to the purchaser an appropriate instrument which shall effectively transfer all of the Trustee's estate, right, title, interest, property, claim and demand in and to the Trust Estate or portion thereof so sold. The Trustee is hereby irrevocably appointed the attorney-in-fact of the Company in its name and stead to make all appropriate transfers and deliveries of the Trust Estate or any portions thereof so sold and, for that purpose, the Trustee may execute all appropriate instruments of transfer, and may substitute one or more persons with like power, the Company hereby ratifying and confirming all that its said attorney or such substitute or substitutes shall lawfully do by virtue hereof. Nevertheless, the Company shall ratify and confirm, or cause