

may (if otherwise entitled to do so) exercise the right to terminate any such lease as though such taking of possession and collection of rents had not occurred.

11. Appointment of a Receiver. If an event of default shall have occurred and be continuing, Mortgagee, upon application to a court of competent jurisdiction, shall be entitled without notice and without regard to the adequacy of any security for the indebtedness hereby secured or the solvency of any party bound for its payment, to the appointment of a receiver to take possession of and to operate the premises and to collect the rents, profits, issues and revenues thereof.

12. Waivers by Mortgagor. Mortgagor waives the right of inquisition on all property levied upon to collect the indebtedness hereby secured and does voluntarily condemn the same; and Mortgagor also waives and releases all laws, now in force or hereafter enacted, relating to exemption, appraisement or stay of execution.

13. Counsel Fees. If Mortgagee becomes a party to any suit or proceeding affecting the Mortgaged Premises or title thereto, the lien created by this Mortgage or Mortgagee's interest therein, or following an event or events of default hereunder if Mortgagee engages counsel to collect any of the indebtedness or to enforce performance of the agreements, conditions, covenants, provisions or stipulations of this Mortgage or the obligation, Mortgagee's costs, expenses and reasonable counsel fees, whether or not suit is instituted, shall be paid to Mortgagee by Mortgagor, on demand, with interest at the then effective rate set forth in the obligation, and until paid they shall be deemed to be part of the indebtedness evidenced by the obligation and secured by this Mortgage.