

otherwise; or (b) upon the occurrence of a default under the Lease, either of the Guaranty Agreements described below, or this Mortgage and Security Agreement, that then the entire amount of the debt secured, or intended to be secured hereby, shall forthwith become due, at the option of the Mortgagee, its successors or assigns, although the period for the payment of the debt may not then have expired.

AND IT IS AGREED, by and between the parties that upon any default, and failure to cure if so provided, by the Lessee under the terms of the Lease or the Guaranty Agreement, of even date herewith and between the Lessee and the Mortgagee, or by Herman M. Krieger under the Guaranty Agreement of even date herewith and between Herman M. Krieger and the Mortgagee, or by the County under the Note, then the entire debt secured or intended to be secured hereby shall become due, at the option of the Mortgagee, and the lien on the above described premises created and vested by this Mortgage and Security Agreement may be foreclosed either by sale at public outcry or by proceedings in equity and the Mortgagee may become the purchaser at any foreclosure sale if it is the highest bidder. No delay or omission by the Mortgagee to exercise any right or power accruing upon a default shall impair any such right or be construed to be a waiver; any such right may be exercised from time to time and as often as may be deemed expedient; and no waiver of any default hereunder shall be deemed to constitute a waiver of any other default or impair any right consequent thereon.

AND IT IS AGREED, by and between the said parties, that, should legal proceedings be instituted for the collection of the debt secured hereby, then and in that event, the Mortgagee, its successors or assigns shall have the right to have a receiver appointed of the rents and profits of the above described premises, with power to forthwith lease out the premises anew if he should so elect, and the Mortgagee, its

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