

Mortgagee shall have the right to buy the Mortgaged Premises, or any part thereof, at any sale under this Mortgage (or private sale as set forth in the Code), and to credit the Indebtedness against the amount of any successful bid. After an Event of Default and failure to cure as hereinabove provided, no notice, written or otherwise, of the sale(s) under the provisions hereof or of any other action need be given to Mortgagor or any other person, such notice being hereby expressly waived, except to the extent required by law.

Upon any sale by virtue of judicial proceedings, it shall not be necessary to have physically present or constructively in possession any of the Mortgaged Premises.

Mortgagor shall never assert or claim any right under any statute or rule of law pertaining to the marshalling of the assets of Mortgagor, the exemption of homestead, the administration of estates of decedents, or other matter whatever to defeat, reduce or affect the right of Mortgagee to a sale of the Mortgaged Premises for the collection of the Indebtedness (without any prior or different resort for collection) or the right of Mortgagee to the payment of the Indebtedness out of the proceeds of sale of the Mortgaged Premises in preference to every other person or claimant whatever. Mortgagor expressly waives and relinquishes its rights under all laws now existing or hereafter enacted providing for (a) any appraisal before sale, and (b) any creation or extension of a period of redemption from any sale hereunder or any extension of time for enforcement of the collection of the Indebtedness.