

erty upon foreclosure, whether statutory or otherwise, in respect of the Property now or hereafter in force; (b) the benefit of any and all valuation and appraisal laws now or hereafter in force; (c) all exemption laws whatsoever and all moratoriums, extensions or stay laws or rules, or orders of Court in the nature of either of them, now or hereafter in force; and (d) any right to have the Property marshalled upon any foreclosure of this Mortgage.

26. Partial Foreclosure. The Mortgagee may from time to time, if permitted by law, take action to recover any sums, whether interest, principal or any other sums required to be paid under the Loan Documents, as the same become due, without prejudice to the right of the Mortgagee thereafter to bring an action of foreclosure, or any other action, for a default or defaults by the Mortgagor existing when such earlier action was commenced. The Mortgagee may, at the Mortgagee's option, cause this Mortgage to be foreclosed for any portion of the Obligations or any other sums secured hereby which are then due and payable subject to the continuing lien of this Mortgage for the balance of the secured Obligations not then due.

27. Expenses of Mortgagee. All costs and expenses paid or incurred by the Mortgagee (including, without limitation, attorneys' fees), in any action, proceeding or dispute of any kind in which the Mortgagee is made a party or appears as party plaintiff or defendant, affecting the Mort-