

and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

2.04. NONRECOURSE OBLIGATION. The Lender's source of satisfaction of the Secured Indebtedness is limited to the Borrower's leasehold interest in the Premises, together with all buildings, structures, equipment, and other improvements now or hereafter located on the Premises, or any part thereof, and the rents, issues, and profits therefrom, and the Lender shall not seek to enforce out of any other assets of the Borrower, or of any partner, general or limited, any judgments for any sum of money which is or may be payable under the Note or under this Mortgage or for any deficiency remaining after foreclosure of this Mortgage; provided, however, that nothing herein contained shall be deemed to be a release or impairment of said indebtedness or the security therefor intended by this Mortgage, or shall preclude the Lender from foreclosing this Mortgage, or from enforcing any of its rights under this Mortgage, including the assignment of said rents, issues and profits contained herein.

2.05. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER. As additional security security hereunder, Borrower hereby assigns to Lender the rents of the Premises, provided that Borrower shall, prior to acceleration under Paragraph 2.02 hereof or abandonment of the Premises, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under Paragraph 2.02 hereof or abandonment of the Premises, Lender shall be entitled to have a receiver appointed by a court to enter upon, take possession of and manage the Premises and to collect the rents of the Premises, including those past due. All rents collected by the receiver shall be applied first to payment of the costs of management of the Premises and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds, and reasonable attorneys' fees, and then to the sums secured by this Mortgage. The receiver shall be liable to account only for those rents actually received.

2.06. TIME OF ESSENCE. The Borrower agrees that where, by the terms of this Mortgage or the Note secured hereby, a day is named or a time fixed for the payment of any sum of money or the performance of any agreement, the time stated enters into the consideration and is of the essence of the whole contract.

2.07. RIGHT TO SUE. The Lender shall have the right from time to time to sue for any sums, whether interest, principal or any installment of either or both, taxes, penalties, or any other sums required to be paid under the terms of this Mortgage, as the same become due, without regard to whether or not all of the Secured Indebtedness shall be due on demand, and without prejudice to the right of the Lender thereafter to enforce any appropriate remedy against the Borrower, including an action of foreclosure, or any other action, for a Default or Defaults by the Borrower existing