

and charges of such sale, including, without limitation, Mortgagee's reasonable attorneys' fees, and second to the payment of the Obligations, the surplus money, if any, to be returned to the Mortgagor or the Mortgagor's successors and assigns. The Mortgagor, for itself and its successors and assigns, hereby irrevocably waives and releases, to the extent permitted by law, and whether now or hereafter in force, any right to have the Property marshaled upon any foreclosure of this Mortgage. Failure to join or to provide notice to tenants under any of the Leases as defendants in any foreclosure action or suit shall not (i) constitute a defense to such foreclosure, (ii) preclude the Mortgagee from obtaining a deficiency judgment or otherwise reduce or diminish the amount of any such judgment in any manner whatsoever, or (iii) give rise to any claims by the Mortgagor, or any person claiming through or under the Mortgagor, against the Mortgagee. Upon the request of the Mortgagee and to the extent not prohibited by applicable law, the Mortgagor shall execute and file with the clerk of the court a legally sufficient waiver of any statutory waiting period with respect to the execution of a judgment obtained by the Mortgagee in connection with any foreclosure proceedings. The obligation of the Mortgagor to so execute and file such waiver shall survive the termination of this Mortgage.

23. Possession of Property. To the extent permitted by law, after the occurrence of a default described in para-