

5.2 Acceleration. Declare the unpaid portion of the indebtedness to be immediately due and payable, without further notice or demand (each of which hereby is expressly waived by Grantor), whereupon the same shall become immediately due and payable.

5.3 Receiver. Upon, or at any time after, commencement of any legal proceedings hereunder, make application to a court wherein the same are pending, as a matter of strict right and without notice to Grantor, or anyone claiming under Grantor, and without regard to the adequacy of the security for the indebtedness, for appointment of a receiver of the subject property and the earnings, rents, issues and profits thereof, with power to operate and continue the business of Grantor; and Grantor does hereby irrevocably consent to such appointment. Any such receiver shall have all the usual powers and duties of receivers in similar cases, with full power to rent or operate the subject property upon such terms as may be approved by the court, and shall apply the moneys collected therefrom to the payment of reasonable compensation for his or its services and for the services of legal counsel to be fixed by said court, to the payment of the expenses and charges of operating and maintaining the subject property accruing before or after judicial sale and including taxes, assessments, insurance, repairs, all reasonable expenses of operation of the subject property and the balance, if any, toward the payment of the indebtedness as provided in paragraph 5.8 hereof, or as otherwise ordered by the court.

5.4 Foreclosure and Sale. Foreclose this Mortgage by judicial proceeding and cause the subject property to be sold in whole or in part, under the judgment or decree of a court of competent jurisdiction.

5.5 Other. Exercise any other remedy specifically granted under the Security Documents or now or hereafter existing in equity, at law, by virtue of statute or otherwise.

5.6 Remedies Cumulative and Concurrent. The rights and remedies of Mortgagee as provided in the Note and in the Security Documents shall be cumulative and concurrent and may be pursued separately, successively or together against Grantor or against other obligors or against the subject property, or any one or more of them, at the sole discretion of Mortgagee, and may be exercised as often as occasion therefor shall arise. The failure to exercise any such right or remedy shall in no event be construed as a waiver or release thereof.

5.7 Waiver of Redemption, Notice, Marshalling, Etc. Grantor hereby waives and releases:

a. all benefit that might accrue to Grantor by virtue of any present or future law exempting the subject property, or any part of the proceeds arising from any sale thereof, from attachment, levy or sale on execution, or providing for any appraisement, valuation, stay of execution, exemption from civil process, redemption or extension of time for payment; and

b. unless specifically required herein, all notices of Grantor's default or of Mortgagee's election to exercise, or of Mortgagee's actual exercise, of any option or remedy under the Note or the Security Documents; and

c. any right to have the subject property marshalled.

5.8 Application of Proceeds. The proceeds of any sale of all or any portion of the subject property and the earnings of any holding, leasing, operation or other use of the subject property shall be applied by Mortgagee in the following order:

a. first, to the payment of the costs and expenses of taking possession of the subject property and of holding,