

(ii) Apply for the appointment of a receiver of the rents, incomes, issues and profits of or from the premises, or of the premises, or both, without notice to Grantor, Grantor hereby consenting to such appointment. Grantee shall be entitled to the appointment of such receiver as a matter of right, without regard to the value of the premises as security for the obligations secured hereby or the solvency of Grantor or any person or legal entity liable for the performance of all or any part of such obligations;

(iii) Declare all obligations secured hereby immediately due and payable, without notice to or demand upon Grantor, any and all notices or demands being hereby waived by Grantor.

16. Upon the occurrence of an Event of Default Grantee may institute legal proceedings for the foreclosure of this mortgage and the sale of the premises, and otherwise pursue any and all remedies available to it for the collection of the secured obligations, and all costs and expenses so incurred by Grantee, including but not limited to reasonable attorney's fees, shall thereupon become due and payable as a part of the obligations secured hereby and may be collected and recovered hereunder. Grantee, its agents, representatives, successors or assigns, may bid and purchase at any sale upon foreclosure of this mortgage.

17. So long as the obligations secured hereby or any part thereof remains unperformed, Grantor agrees that possession of the premises by Grantor, or any person claiming under Grantor, shall be as tenant under Grantee, and, in case of a sale upon foreclosure of this mortgage, Grantor and any person in possession under Grantor shall, at the option of the purchaser at such sale, then become and be tenants holding over, and shall forthwith deliver possession to such purchaser, or be summarily dispossessed in accordance with the laws applicable to tenants holding over.

18. In case of any sale upon foreclosure of this mortgage, whether pursuant to any order in any judicial proceeding or otherwise, the premises may be sold as an entirety or in separate parcels in such manner or order as Grantee in its sole discretion may elect; and if Grantee so elects it may sell the personal property and any part thereof covered by this mortgage at one or more separate sales in any manner permitted by the U.C.C.; and one or more exercises of the powers herein granted shall not extinguish or exhaust such powers, until the entire premises are sold or all amounts secured hereby are paid in full.

19. Each of the rights of Grantee under this mortgage or the secured obligations and each and every other document or instrument now or hereafter evidencing, securing or otherwise relating to the obligations hereby secured, is separate and distinct from and cumulative to all other rights herein and therein granted, and all other rights which Grantee may have in law or equity, and no such right shall be in exclusion of any other. No delay by Grantee in exercising any right or remedy hereunder or under the secured obligations or any such other document or instrument, or otherwise afforded by law, shall operate as a waiver thereof or preclude the exercise thereof upon the occurrence of an Event of Default. No failure by Grantee to insist upon the strict performance by Grantor of each and every covenant and agreement of Grantor under the secured obligations, this mortgage or any such other document or instrument shall constitute a waiver of any such covenant or agreement, and no waiver by Grantee of any Event of Default shall constitute a waiver of or consent to any subsequent Event of Default. No failure of Grantee to exercise the option herein granted to accelerate the maturity of any obligation secured hereby, nor any withdrawal or abandonment by Grantee of any proceeding in foreclosure of this mortgage shall be construed as a waiver of any option, power or right of Grantee hereunder.