

jurisdiction to foreclose such lien may sell the Property in part or as an entirety. If any law referred to in this paragraph and now in force, of which the Borrower, its successors and assigns, might take advantage despite this paragraph, shall hereafter be repealed or cease to be in force, such law shall not thereafter be deemed to preclude the application of this paragraph. Without limiting the foregoing, the Borrower hereby waives all rights of redemption from sale under any order or decree of foreclosure of this Mortgage on its own behalf and all persons beneficially interested in the Property and each and every person except decree and judgment creditors of the Borrower (in its representative capacity), who may acquire any interest in or title to the Property subsequent to the date thereof.

3.09 Receiver. Upon the occurrence of an Event of Default, either before or after the foreclosure sale, a receiver may be appointed by the court without notice, without regard to the solvency or insolvency of the Borrower, without regard to the then value of the Property, and without regard to the then value of the Property, and without regard to whether they are then occupied as a homestead. The receiver shall have the power to collect the rents and income from the Property during the pendency of the foreclosure suit and, in case of a sale and deficiency, during the full statutory period of redemption, whether there be redemption or not. The receiver shall have all other powers for the protection, possession, management and operation of the Property which an absolute owner would have, but the net rents in the hands of the receiver shall be applied on the Obligations hereby secured or to such expenses of the receivership or foreclosure suit as the court may direct. Borrower does hereby consent to the appointment of such receiver or receivers and agrees not to oppose any application therefor by Lender; provided, however, that the appointment of any receiver, trustee or other appointee by virtue of any court order, statute or regulation shall not impair or in any manner prejudice the rights of Lender to receive payment of the rents and income pursuant to this Mortgage.

3.10 Suits to Protect the Property. Lender shall have the power and authority to institute and maintain any suits and proceedings as Lender may deem advisable (a) to prevent any impairment of the Property by any acts which may be unlawful or any violation of this Mortgage, (b) to preserve or protect its interest in the Property, and (c) to restrain the enforcement of or compliance with any legislation or other government enactment, rule or order that may be unconstitutional or otherwise invalid, if the enforcement or compliance with such enactment, rule or order might impair the security hereunder or be prejudicial to Lender's interest.

3.11 Application of Monies by Lender.

(a) Upon the occurrence of an Event of Default, Lender shall be entitled to sue for and to recover judgment against the Borrower for the whole amount of the Obligations due and unpaid together with costs and expenses, including without limitation, the reasonable compensation, expenses and disbursements of Lender's agents, attorneys and other representatives, either before, after or during the pendency of any proceedings for the enforcement of this Mortgage, and the right of Lender to recover such judgment shall not be affected by any taking possession or foreclosure sale hereunder, or by the exercise of any other right, power or remedy for the enforcement of the terms of this Mortgage, or the foreclosure of the lien hereof.

(b) In case of a foreclosure sale of all or any part of the Property and the application of the proceeds of sale to the payment of the Obligations secured hereby, Lender shall be entitled to enforce payment from the Borrower of all Obligations then remaining due and unpaid and to recover judgment against