

sale or other disposition shall hold the mortgaged premises free from any claim or right of Mortgagor of whatever kind, including any equity or right of redemption of Mortgagor. Mortgagor specifically waives (to the extent permitted by law) all rights of redemption, stay or appraisal which it had or may have under any rule of law or statute now existing or hereafter adopted.

(c) Cause to be brought down to date an abstract or abstracts and tax histories of the mortgaged premises, procure title insurance or title reports or, if necessary, procure new abstracts and tax histories.

(d) Obtain a receiver to manage the mortgaged premises and collect the rents, profits and income therefrom. The Mortgagor agrees to consent and does hereby consent to the possession, management and control of or other action with respect to, the mortgaged premises by a receiver at such time or times as the Mortgagee believes necessary or desirable in protecting or enforcing Mortgagee's rights hereunder.

(e) In the event of any sale of the mortgaged premises by foreclosure, through judicial proceedings, by advertisement or otherwise, apply the proceeds of any such sale in the order following to: (i) all expenses incurred for the collection of the Mortgage Indebtedness and the foreclosure of this Mortgage, including reasonable attorneys' fees, or such attorneys' fees as are permitted by law; (ii) all sums expended or incurred by the Mortgagee directly or indirectly in carrying out the terms, covenants and agreements of the note or notes evidencing the Mortgage Indebtedness, of this Mortgage and of the Loan Documents, together with interest thereon as therein provided; (iii) all accrued and unpaid interest upon the Mortgage Indebtedness; (iv) the unpaid principal amount of the Mortgage Indebtedness; and (v) the surplus, if any there be, unless a court of competent jurisdiction decrees otherwise, to the Mortgagor.

(f) Notwithstanding the foregoing, neither the Mortgagor, its successors or assigns nor any other person, party or entity (except for Howard S. Rothman and Ronald L. Lozoff, pursuant to their personal guaranties), shall have any personal liability for the debt evidenced by the Notes nor shall they be liable for the performance of the covenants and agreements contained in this Mortgage or the Security Agreement given as security for the Notes except for the limited purpose of allowing the Mortgagee to foreclose said Mortgage or Security Agreement and to enforce any assignment of rents and leases contained therein. The Mortgagee hereof expressly waives any rights to sue the