

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 Collateral and collect the rents, profits and income therefrom. The Mortgagor agrees to consent and does hereby consent to possession, management and control of or other action with respect to, the Collateral 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 Collateral 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 this Mortgage and of the other 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.

The Mortgagor agrees to the full extent permitted by law that in case of a default hereunder, neither the Mortgagor nor anyone claiming through or under the Mortgagor shall or will set up, claim or seek to take advantage of any appraisement, valuation, stay, extension or redemption laws now or hereafter in force, in order to prevent or hinder the enforcement or foreclosure of this Mortgage, or the absolute sale of any mortgaged property, or the final and absolute putting into possession thereof, immediately after such sale, of the purchasers thereat, and the Mortgagor for itself and all who may at any time claim through or under it, hereby waives, to the full extent that it may lawfully so do, the benefit of all such laws, and any and all right to have the assets comprising any mortgaged property marshalled upon any foreclosure of the lien hereof or to have any mortgaged property appraised for the purpose of reducing any deficiency judgment obtained against the Mortgagor upon foreclosure of this Mortgage and the Mortgagor further agrees that the Mortgagee or any court having jurisdiction to foreclose such lien may sell any mortgaged property in part or as an entirety.

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