

(d) Any monies thus collected by Mortgagee under this Article shall be applied by Mortgagee in accordance with the provisions of paragraph (d) of Article 12.

(e) Nothing contained in this Article 13 shall affect or impair the exculpation from personal liability contained in Article 24 hereof.

14. After the happening of any Event of Default and during its continuance, or upon the commencement of any proceedings to foreclose this Mortgage or to enforce the specific performance hereof or in aid thereof or upon the commencement of any other judicial proceedings to enforce any rights of Mortgagee, Mortgagee shall be entitled, as a matter of right if it shall so elect, without the giving of notice to any other party and without regard to the adequacy or inadequacy of any security for the Secured Indebtedness, forthwith either before or after declaring the unpaid principal of the Note to be due and payable, to the appointment of a receiver or receivers.

15. (a) Mortgagor agrees, to the full extent permitted by law, that in case of an Event of Default on the part of Mortgagor hereunder, neither Mortgagor nor anyone claiming through or under Mortgagor will set up, claim or seek to take advantage of any stay, extension, moratorium, homestead, exemption or redemption laws now or hereafter in force, in order to prevent or hinder the enforcement or foreclosure of this Mortgage and the absolute sale of the Premises, or the delivery of possession thereof immediately after such sale to the purchaser at such sale, and 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 do so, the benefit of all such laws, and any and all right to have the assets subject to the security interest of this Mortgage marshalled upon any foreclosure or sale under the power herein.

(b) Mortgagor hereby waives and renounces all homestead and exemption rights provided for by the Constitution and the laws of the United States and of any state, in and to the Premises as against the collection of the Secured Indebtedness, or any part thereof.

16. It is agreed that Mortgagor shall hold and enjoy the Premises until there is an Event of Default under this Mortgage or under the Note secured hereby. It is the true meaning of this instrument that if Mortgagor shall fully perform all the terms, conditions, and covenants of this Mortgage and of the Note secured hereby and shall well and truly pay to Mortgagee all monies owed to Mortgagee, then this Mortgage shall be utterly null and void, otherwise to remain in full force and effect.

17. Subject to the provisions of Article 24 hereof, the rights of Mortgagee granted and arising under the clauses and covenants contained in this Mortgage and the Note shall be separate, distinct and cumulative of other powers and rights herein granted, and all other rights that Mortgagee may have in law or equity, and none of them shall be in exclusion of the others; and all of them are cumulative to the remedies for collection of indebtedness, enforcement of rights under mortgages, and preservation of security as provided at law.

#### 18. Miscellaneous.

(a) Mortgagee may collect a late charge, not to exceed four (4) cents for each dollar of each installment of principal and/or interest payable under the Note more than ten (10) days in arrears from its due date, in order to cover the extra expenses involved in handling delinquent payments, which late charge shall be due and payable with the next payment of interest due under the Note.

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