

such purpose, and does, by these presents, ratify and confirm any and all actions of said attorney-in-fact in the Property.

(d) Whenever all such events of default have been cured and satisfied, Mortgagee shall surrender possession of the Property to Mortgagor, provided that the right of Mortgagee to take possession from time to time, pursuant to subparagraph (a) of this Third paragraph of Article II shall exist if any subsequent event of default shall occur and be continuing.

Fourth: APPOINTMENT OF A RECEIVER.

(a) If an event of default shall have occurred and be continuing, Mortgagee, upon application to a court of competent jurisdiction, shall be entitled without notice and without regard to the adequacy of any security for the indebtedness hereby secured, or the solvency of any party bound for its payment, to the appointment of a receiver to take possession of and to operate the Property and to collect the rents, profits, issues and revenues thereof.

(b) Mortgagor will pay to Mortgagee, upon demand, all expenses, including receiver's fees, attorney's fees, costs and agent's compensation, incurred pursuant to the provisions contained in this Fourth paragraph of Article II.

Fifth: DISCONTINUANCE OF PROCEEDINGS AND RESTORATION OF THE PARTIES. In case Mortgagee shall have proceeded to enforce any right or remedy under this Mortgage and Security Agreement by receiver, entry, foreclosure, or otherwise, and such proceeding shall have been discontinued, dismissed, or abandoned, for any reason, or have been determined adversely to Mortgagee, then in every such case, Mortgagor and Mortgagee shall be restored to their former positions and rights hereunder, and all rights, powers, and remedies of Mortgagee shall continue as if no such proceeding had been taken.

Sixth: REMEDIES CUMULATIVE. No right, power, or remedy conferred upon or reserved to Mortgagee by this Mortgage and Security Agreement is intended to be exercised exclusive of any other right, power, or remedy, but each and every such right, power, and remedy shall be cumulative and concurrent and shall be in addition to any other right,