

provided for herein or any legal proceedings hereunder, make application to a court of competent jurisdiction as a matter of strict right and without notice to Mortgagor or regard to the adequacy of the Mortgaged Property for the repayment of the Indebtedness, for appointment of a receiver of the Mortgaged Property and Mortgagor does hereby irrevocably consent to such appointment. Such receiver shall exercise all of the powers normally exercisable by any such receiver in similar cases, including the full power to rent, maintain and otherwise operate the Mortgaged Property upon such terms as may be approved by the court, and shall apply such Rents in accordance with the provisions of Paragraph 7.8 hereinbelow.

7.1.6 Other: Exercise any and all other rights, remedies and recourses granted under the Security Documents or now or hereafter existing in equity, at law, by virtue of statute or otherwise.

7.2 Separate Sales: The Mortgaged Property may be sold in one or more parcels and in such manner and order as Mortgagee, in its sole discretion, may elect, it being expressly understood and agreed that the right of sale arising out of any Event of Default shall not be exhausted by any one or more sales.

7.3 Remedies Cumulative, Concurrent and Non-Exclusive: Mortgagee shall have all rights, remedies and recourses granted in the Security Documents and available at law or in equity (including specifically those granted by the Uniform Commercial Code in effect and applicable to the Mortgaged Property, the Leases, or any portion thereof) and same: (i) shall be cumulative and concurrent; (ii) may be pursued separately, successively or concurrently against Mortgagor, or against the Mortgaged Property, or against any one or more of them, at the sole discretion of Mortgagee; (iii) may be exercised as often as occasion therefor shall arise, it being agreed by Mortgagor that the exercise or failure to exercise any of the same shall in no event be construed as a waiver or release thereof or of any other right, remedy or recourse; and (iv) are intended to be, and shall be, non-exclusive.

7.4 No Conditions Precedent to Exercise of Remedies: Mortgagor shall not be relieved of such obligation by reason of: (i) the release, regardless of consideration, of the Mortgaged Property or the addition of any other property to the Mortgaged Property; or (ii) by any other act or occurrence save and except the complete payment of the Indebtedness and the complete fulfillment of all of the Obligations.

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