

(a) enter and take possession of the Property or any part thereof, exclude the Mortgagor and all persons claiming under the Mortgagor whose claims are junior to the lien of this Mortgage wholly or partly therefrom, and use, operate, manage and control the same either in the name of the Mortgagor or otherwise as the Mortgagee shall deem best, and upon such entry, from time to time at the expense of the Property, make all such repairs, replacements, alterations, additions or improvements to the Property or any part thereof as the Mortgagor may deem proper, and, whether or not the Mortgagee has so entered and taken possession of the Property or any part thereof, collect and receive all the rents, revenues, issues, income and profits thereof and apply the same, to the extent permitted by law, to the payment of all expenses which the Mortgagee may be authorized to make under the provisions of this Mortgage, the remainder to be applied to the payment of the indebtedness secured hereby until the same shall have been repaid in full; and

(b) personally or, to the extent permitted by law, by agents, with or without entry, if the Mortgagee shall deem it advisable:

(i) sell the Property to the highest bidder at public auction at a sale or sales held at such place or places and time or times and upon such notice and otherwise in such manner as may be required by law, or in the absence of any such requirement, as the Mortgagee may deem appropriate and from time to time adjourn any such sale by announcement at the time and place specified for such sale or for such adjourned sale without further notice, except such as may be required by law; or

(ii) proceed to protect and enforce its rights under this Mortgage by suit for specific performance of any covenant herein contained, or in aid of the execution of any power herein granted, or for the foreclosure of this Mortgage and the sale of the Property under the judgment or decree of a court of any competent jurisdiction, or for the enforcement of any other right as the Mortgagee shall deem most effectual for such purpose.

15. In any action to foreclose this Mortgage, the Mortgagee, to the extent permitted by law, shall be entitled as a matter of right to the appointment of a receiver of the Property and of the rents, revenues, issues, income and profits thereof, without notice or demand, and without regard to the adequacy of the security