

for the indebtedness secured hereby or the solvency of the Mortgagor.

16. The Mortgagor, in the event of any Default, shall, to the extent permitted by law, pay monthly in advance to the Mortgagee, or to any receiver appointed at the request of the Mortgagee to collect the rents, revenues, issues, income and profits of the Property, the fair and reasonable rental value for the use and occupancy of the Property or of such part thereof as may be in the possession of the Mortgagor. Upon default in the payment thereof, the Mortgagor shall vacate and surrender possession of the Property to the Mortgagee or such receiver, and upon a failure so to do may be evicted by summary proceedings.

17. In any sale under any provision of this Mortgage or pursuant to any judgment or decree of court, the Property, to the extent permitted by law, may be sold in one or more parcels or as an entirety and in such order as the Mortgagee may elect, without regard to the right of the Mortgagor or any person claiming under the Mortgagor to the marshalling of assets. The purchaser at any such sale shall take title to the Property or the part thereof so sold free and discharged of the estate of the Mortgagor therein, the purchaser being hereby discharged from all liability to see to the application of the purchase money. Any person, including the Mortgagee, may purchase at any such sale. Upon the completion of any such sale made by the Mortgagee under or by virtue of this Mortgage, the Mortgagee shall execute and deliver to the purchaser an appropriate instrument which shall effectively transfer all of the Mortgagor's estate, right, title, interest, property, claim and demand in and to the Property or portion thereof so sold. The Mortgagee is hereby irrevocably appointed the attorney-in-fact of the Mortgagor in its name and stead to make all appropriate transfers and deliveries of the Property or any portions thereof so sold and, for that purpose, the Mortgagee may execute all appropriate instruments of transfer, and may substitute one or more persons with like power, the Mortgagor hereby ratifying and confirming all that its said attorney or such substitute or substitutes shall lawfully do by virtue hereof. Nevertheless, the Mortgagor shall ratify and confirm, or cause to be ratified and confirmed, any such sale or sales by executing and delivering, or by causing to be executed and delivered, to the Mortgagee or to such purchaser or purchasers all such instruments as may be advisable, in the judgment of the Mortgagee, for the purpose, and as may be designated in such request. Any sale or sales made