

tion or suit shall not: (i) constitute a defense to such foreclosure; (ii) preclude the Mortgagee from obtaining a deficiency judgment or otherwise reduce or diminish the amount of any such judgment in any manner whatsoever; or (iii) give rise to any claims by the Mortgagor, or any person claiming through or under the Mortgagor, against the Mortgagee. Upon the request of the Mortgagee and to the extent not prohibited by applicable law, the Mortgagor shall execute and file with the clerk of the court a legally sufficient waiver of any statutory waiting period with respect to the execution of a judgment obtained by the Mortgagee in connection with any foreclosure proceedings. The obligation of the Mortgagor to so execute and file such waiver shall survive the termination of this Mortgage.

(b) After the occurrence of any default hereunder, or if any action shall be commenced to foreclose this Mortgage, the Mortgagee may apply for the appointment of a receiver of the rents, issues and profits of all or any part of the Property without notice or demand and shall be entitled to the appointment of such receiver as a matter of right, without consideration of the value of the Property as security for the amounts due to the Mortgagee or the solvency of of any person liable for the payment of such amount without regard to whether the Property shall be then occupied as a homestead or not, and the Mortgagee may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and prof-