

proceeding to judgment or final decree, and collect out of the Premises, in any manner provided by law, moneys adjudged or decreed to be payable.

(b) Subject to the provisions of Article 23 hereof, Mortgagee shall be entitled to recover judgment as aforesaid either before or after or during the pendency of any proceedings for the enforcement of the provisions of this Mortgage; and the right of Mortgagee to recover such judgment shall not be affected by any entry or sale hereunder, or by the exercise of any other right, power or remedy for the enforcement of the provisions of this Mortgage, or the foreclosure of the lien hereof.

(c) No recovery of any judgment by Mortgagee and no levy of an execution under any judgment upon the Premises shall affect in any manner or to any extent, the lien of this Mortgage upon the Premises or any part thereof, or any liens, rights, powers or remedies of Mortgagee hereunder, but such liens, rights, powers and remedies of Mortgagee shall continue unimpaired as before.

(d) Any monies thus collected by Mortgagee under this Article shall be applied by Mortgagee in accordance with the provisions of Paragraph (d) of Article 11.

(e) Nothing contained in this Article 12 shall affect or impair the exculpation from personal liability contained in Article 23 hereof.

13. After the happening of any Event of Default and during its continuance, or upon the commencement of any proceedings to foreclose this Mortgage or to enforce the specific performance hereof or in aid thereof or upon the commencement of any other judicial proceedings to enforce any rights of Mortgagee, Mortgagee shall be entitled, as a matter of right if it shall so elect, without the giving of notice to any other party and without regard to the adequacy or inadequacy of any security for the Secured Indebtedness, forthwith either before or after declaring the unpaid principal of the Note to be due and payable, to the appointment of a receiver or receivers.

14. (a) Mortgagor agrees, to the full extent permitted by law, that in case of an Event of Default on the part of Mortgagor hereunder, neither Mortgagor nor anyone claiming through or under Mortgagor will set up, claim or seek to take advantage of any stay, extension, moratorium, homestead, exemption or redemption laws now or hereafter in force, in order to prevent or hinder the enforcement or foreclosure of this Mortgage and the absolute sale of the Premises, or the delivery of possession thereof immediately after such sale to the purchaser at such sale, and Mortgagor, for itself and all who may at any time claim through or under it, hereby waives to the full extent that it may lawfully do so, the benefit of all such laws, and any and all right to have the assets subject to the security interest of this Mortgage marshalled upon any foreclosure or sale under the power herein.

(b) Mortgagor hereby waives and renounces all homestead and exemption rights provided for by the Constitution and the laws of the United States and of any state, in and to the Premises as against the collection of the Secured Indebtedness, or any part thereof.

15. It is agreed that Mortgagor shall hold and enjoy the Premises until there is an Event of Default under this Mortgage or under the Note secured hereby. It is the true meaning of this instrument that if Mortgagor shall fully perform all the terms, conditions, and covenants of this Mortgage and of the Note secured