

pursuant to foreclosure or power of sale or otherwise, together with any other moneys at the time held by the Mortgagee as part of the Trust Estate shall be applied to pay:

First: the costs and expenses of the sale and of any receiver of the Trust Estate or any part thereof appointed pursuant to section 25;

Second: any indebtedness secured by this Mortgage and at the time due and payable; and

Third: the balance, if any, to the Mortgagor.

25. Appointment of Receiver. If an Event of Default shall have occurred and be continuing the Mortgagee shall, as a matter of right, be entitled to the appointment of a receiver for all or any part of the Trust Estate, whether such receivership be incidental to a proposed sale of the Trust Estate or otherwise, and the Mortgagor hereby consents to the appointment of such a receiver and will not oppose any such appointment.

26. Possession, Management and Income. If an Event of Default shall have occurred and be continuing, the Mortgagee, without further notice, may enter upon and take possession of the Trust Estate or any part thereof by force, summary proceedings, ejectment or otherwise and may remove the Mortgagor and all other persons (other than the Lessee under each of the Leases if no event of default under the Lease in question shall have occurred and be continuing) and any and all property therefrom, and may hold, operate and manage the same and receive all earnings, income, rents, issues and proceeds otherwise accruing to the Mortgagor with respect thereto or any part thereof. The Mortgagee shall be under no liability for or by reason of any such taking of possession, entry, removal or holding, operation or management, except that any amounts so received by the Mortgagee shall be applied to pay: