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- of any default under the Loan Documents or with respect to the Obligations, or if any legal proceedings shall be instituted pursuant to this Mortgage, the Mortgagee may apply for the appointment of a receiver of the rents, issues, or 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 any Person liable for the payment of such amounts.
- 23. Sale in Parcels, etc. In the event of a foreclosure of this Mortgage or upon any sale under this Mortgage
 pursuant to judicial proceedings or otherwise, the Mortgagor
 will not object and hereby waives any defense to the sale of
 the Property in one parcel and as an entirety or in such parcels, manner or order as the Mortgagee in its sole discretion
 may select. Failure to join tenants as defendants in any
 foreclosure action or suit shall not constitute a defense
 thereto.
- 24. <u>Right of Foreclosure</u>. In the event of any default as set forth in paragraph 21, the Mortgagee shall have the right to foreclose this Mortgage.
- 25. <u>Waiver of Redemption, etc</u>. The Mortgagor, for itself and its successors and assigns, hereby irrevocably waives and releases, to the extent permitted by law, (a) any right of redemption after the date of any sale of the Prop-

AND THE RESIDENCE OF THE PROPERTY OF THE PROPE