

2.10 "Lender" Entitled to Appointment of Receiver. If an Event of Default shall occur and be continuing, then upon the filing of a bill in equity or other commencement of judicial proceedings to enforce the rights of the "Lender", the "Lender" to the extent permitted by law, shall be entitled as a matter of right to the appointment of a receiver or receivers of the Mortgaged Property, and of the rents, revenues, issues, income, product and profits thereof, pending such proceedings, with such powers as the court making such appointment shall confer, but notwithstanding the appointment of any receiver, trustee, or other custodian, the "Lender" shall be entitled as pledgee to the possession and control of any cash, or other instruments at the time held by, or payable or deliverable under the terms of this mortgage to the "Lender".

2.11 Suits to Protect the Mortgaged Property. The "Lender" shall have power (a) to institute and maintain such suits and proceedings as it may deem expedient to prevent any impairment of the Mortgaged Property by any acts which may be unlawful or any violation of the mortgage, (b) to preserve or protect its interest in the Mortgaged Property and in the income, revenues, rents and profits arising therefrom, and (c) to restrain the enforcement of or compliance with any legislation or other governmental enactment, rule or order that may be unconstitutional or otherwise invalid, if the enforcement of or compliance with, such enactment, rule or order would impair the security hereunder or be prejudicial to the interest of the "Lender".

2.12 "Lender" May File Proofs of Claim in Receivership, etc. In the case of any receivership, insolvency, bankruptcy, reorganization, arrangement, adjustment, composition, or other judicial proceedings affecting the "Borrower", its creditors or its property, the "Lender", to the extent permitted by law, shall be entitled to file such proofs of claim and other documents as may be necessary or advisable in order to have the claims of the "Lender" allowed in such proceedings for the entire amount due and payable by the "Borrower" under this mortgage at the date of the institution of such proceedings and for any additional amount which may become due and payable by the "Borrower" hereunder after such date.

2.13 "Borrower" to Pay the Note on Any Default in Payment; Application of Moneys by "Lender". If default shall be made in the payment of any amount due under the note or mortgage, then, upon demand of the "Lender", the "Borrower" will pay to the "Lender" the whole amount due and payable under the note; and in case the "Borrower" shall fail to pay the same forthwith upon such demand, the "Lender" shall be entitled to sue for and to recover judgment for the whole amount so due and unpaid together with costs, which shall include the reasonable compensation, expenses and disbursements of the "Lender's" agents and attorneys.

The "Lender" shall be entitled to sue and recover judgment as aforesaid either before, after or during the pendency of any proceedings for the enforcement of this mortgage, and the right of the "Lender" to recover such judgment shall not be affected by any taking, possession or foreclosure sale hereunder, or by the exercise of any other right, power or remedy for the enforcement of the terms of this mortgage, or the foreclosure of the lien hereof.

In case of a foreclosure sale of any of the Mortgaged Property and of the application of the proceeds of sale to the payment of the debt hereby secured, the "Lender" shall be entitled to enforce payment of and to receive all amounts then remaining due and unpaid upon the note, and the "Lender" shall be entitled to recover judgment for any portion of the debt remaining unpaid, with interest.

The "Borrower" agrees, to the full extent that it may lawfully so agree, that no recovery of any such judgment by the "Lender" and no attachment or levy of any execution upon any such judgment upon any of the Mortgaged Property or upon any other property shall in any manner or to any extent affect the lien of this mortgage upon the Mortgaged Property or any part thereof or any lien, rights, powers or remedies of the "Lender" hereunder, but such lien, rights, powers and remedies shall continue unimpaired as before.

Any moneys thus collected by the "Lender" or received by the "Lender" under this Paragraph 2.14 shall be applied as follows:

First to the payment of the reasonable compensation, expenses and disbursements of the agents and attorneys of the "Lender"; and

Second, toward payment of the amounts due and unpaid upon the note.

2.14 Delay or Omission No Waiver. No delay or omission of the "Lender" or of any holder of the note to exercise any right, power or remedy accruing upon any default shall exhaust or impair any such right, power or remedy or shall be construed to be a waiver of any such default, or acquiescence therein; and every right, power and remedy given by this mortgage to the "Lender" may be exercised from time to time and as often as may be deemed expedient by the "Lender".

2.15 No Waiver of One Default to Affect Another, etc. No waiver of any default hereunder shall extend to or shall affect any subsequent or any other then existing default or shall impair any rights, powers or remedies consequent thereon.

If the "Lender" (a) grants forbearance or an extension of time for the payment of any sums secured hereby (b) takes other or additional security for the payment thereof; (c) waives or does not exercise any right granted herein or in the note; (d) releases any part of the Mortgaged Property from the lien of the mortgage or otherwise changes any of the terms of the note or mortgage; (e) consents to the filing of any map, plat or replat thereof; (f) consents to the granting of any easement thereon, or (g) makes or consents to any agreement subordinating the lien or change hereof, any such act or omission shall not release, discharge, modify, change, or affect the original liability under the note, mortgage or otherwise of the "Borrower" or any subsequent purchaser of the Mortgaged Property or any part thereof, or any maker, co-signer, endorser, surety or guarantor; nor shall any such act or omission preclude the "Lender" from exercising any right, power or privilege herein granted or intended to be granted in the event of any other default then made or of any subsequent default, nor, except as otherwise expressly provided in an instrument or instruments executed by the "Lender" shall the lien of this mortgage be altered thereby. In the event of the sale or transfer by operation of law or otherwise of all or any part of the Mortgaged Property, the "Lender", without notice to any person or corporation is hereby authorized and empowered to deal with any such vendee or transferee with reference to the Mortgaged Property or the indebtedness secured hereby, or with reference to any of the terms or conditions hereof, as fully and to the same extent as it might deal with the original parties hereto and without in any way releasing or discharging any of the liabilities or undertakings hereunder.

2.16 Discontinuance of Proceedings - Position of Parties Restored. In case the "Lender" shall have proceeded to enforce any right or remedy under this mortgage by foreclosure, entry or otherwise, and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely to the "Lender", then and in every such case the "Borrower" and the "Lender" shall be restored to their former positions and rights hereunder, and all rights, powers and remedies of the "Lender" shall continue as if no such proceeding has been taken.

2.17 Remedies Cumulative. No right, power, or remedy conferred upon or reserved to the "Lender" by this mortgage is intended to be exclusive of any other right, power or remedy, but each and every such right, power and remedy shall be cumulative and concurrent and shall be in addition to any other right, power and remedy given hereunder or now or hereafter existing at law or in equity or by statute.

ARTICLE THREE

Miscellaneous Provisions

3.01 Successors and Assigns Included in Parties. Whenever in this mortgage one of the parties hereto is named or referred to, the successors and assigns of such party shall be included, and all covenants and agreements contained in this mortgage by or on behalf of the "Borrower" or by or on behalf of "Lender"