

(p) After default in the payment or performance when due of any of the other Obligations beyond any applicable grace period hereunder.

21. Appointment of Receiver. After the occurrence of any default under this Mortgage 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.

22. Mortgage Foreclosure. After the occurrence of a default beyond the applicable grace period, if any, the Mortgagee may institute an action of Mortgage foreclosure, or take such other action, as the law may allow, at law or in equity, for the enforcement of the rights of the Mortgagee under the Note and this Mortgage and realization on the property or any other security which is herein or elsewhere provided for, and proceed thereon to final judgment and execution thereon for the entire unpaid balance of the Obligations, including interest at the Interest Rate, all costs of suit and interest on the Interest Rate on any judgment obtained by the Mortgagee from and after the date of any judicial sale of the property until actual payment is made on the full amount due the Mortgagee, without further stay, any law, usage or custom to the contrary notwithstanding. Failure to join or to provide notice to tenants as defendants in any foreclosure action or suit shall not constitute a defense to such foreclosure.

23. Possession by the Mortgagor. So long as the obligations secured hereby, or any part thereof remains unpaid, the Mortgagor agrees that possession of the property by the Mortgagor, or any person claiming under the Mortgagor, shall be as tenant under the Mortgagee and, in case of a foreclosure as provided in this Mortgage, the Mortgagor and any person in possession under the Mortgagor shall, at the option of

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