

jurisdiction, or otherwise. While a Period of Actionable Default shall have commenced and be continuing, the Mortgagee shall also have the right immediately to foreclose this Mortgage. Upon the filing of any complaint for that purpose, the court in which such complaint is filed may, upon application of the Mortgagee or at any time thereafter, either before or after foreclosure sale, and, to the extent permitted by law, without notice to the Mortgagor or to any party claiming under the Mortgagor, without regard to the solvency or insolvency at the time of such application of any person then liable for the payment of any of the Secured Obligations, without regard to the then value of the Collateral, and without requiring any bond from the complainant in such proceedings, appoint a receiver for the benefit of the Mortgagee (which may be the Mortgagee), with power to take possession, charge, and control of the Collateral, to operate or lease the same, to keep the Improvements thereon insured and in good repair, and to collect any revenues of operation or Rents during the pendency of such foreclosure suit, and, in case of foreclosure sale and a deficiency, during any period of redemption. The court may, from time to time, authorize said receiver to pay the net amounts remaining in his hands, after deducting reasonable compensation for the receiver and his counsel to be allowed by the court, to the Mortgagee for deposit into the Collateral Account to be held and applied in accordance with the Trust Agreement. This Mortgage may be foreclosed once against all or successively against any portion or portions of the Collateral as the Mortgagee may elect. While a period of Actionable Default shall have commenced and be continuing, if a power of sale is permitted by law the Mortgagee is authorized, and shall have the power to give or cause to be given any notice which may be required hereby or by law of the election to exercise the power of sale with respect to the real property portions of the Premises. Thereafter, upon the giving of such notice of sale as may then be required by law, the Mortgagee, at the time and place specified by the notice of sale, shall sell such real property portions of the Premises, or any portion thereof, at public auction to the highest bidder for cash in lawful money of the United States. The Mortgagee may, from time to time, postpone the sale by public announcement thereof at the time and place noticed therefor. If the Mortgagee elects to sell in separate lots or parcels, the Mortgagee may designate the order in which such lots or parcels shall be offered for sale or sold. Any Person, including the Mortgagor, the Mortgagee, or any of the holders of the Secured Obligations, may purchase at the sale and if the Mortgagee shall be the purchaser, it shall not be required to pay cash for its bid. Upon any such sale, the Mortgagee shall execute and deliver to the purchaser or purchasers a deed or deeds conveying the property so sold, but without any covenant or warranty whatsoever, express or implied, whereupon such purchaser or purchasers shall be let into immediate possession. Such deeds shall recite facts, such as a period of actionable Default, the giving or required notices of

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