

all as Mortgagee from time to time may determine; and Mortgagee may collect and receive all the income, revenues, rents, issues and profits of the same, including those past due as well as those accruing thereafter; and shall apply the monies so received by Mortgagee in such priority as Mortgagee may determine to (1) the payment of accrued interest on the Note, (2) the payment of the unpaid principal of the Note, (3) any deposits for taxes, assessments, water charges, sewer rents, and insurance premiums due, (4) the cost of insurance, taxes, assessments, water charges, sewer rents and other proper charges upon the Mortgaged Property or any part thereof, and (5) the reasonable fees, expenses and disbursements of the agents, attorneys and other representatives of Mortgagee.

Mortgagee shall surrender possession of the Mortgaged Property to Mortgagor only when all that is due upon such interest, principal, deposits, costs, fees, expenses, and disbursements and under any of the terms of this Mortgage and any Senior Mortgage, shall have been paid and all defaults made good. Mortgagee shall be liable to account only for such rents, issues and profits actually received by Mortgagee. The same right of taking possession, however, shall exist if any subsequent Event of Default shall occur and be continuing.

27. The failure to make any tenants parties defendant to any foreclosure proceedings and to foreclose their rights will not be, nor be asserted by Mortgagor to be, a defense to any proceedings instituted by Mortgagee to collect the sums secured hereby or to collect any deficiency remaining unpaid after the foreclosure sale of the Mortgaged Property.

28. Upon commencement of suit or foreclosure of this Mortgage, the unpaid principal of the Note, if not previously declared due, and the interest accrued thereon, and all other sums secured hereby, shall at once become and be immediately due and payable, at the option of Mortgagee.

29a. Upon any such foreclosure sale, Mortgagee may bid for and purchase the Mortgaged Property and, upon compliance with the terms of sale, may hold, retain and possess and dispose of the Mortgaged Property in its own absolute right without further accountability.

b. Mortgagor agrees to the full extent permitted by law that in case of an Event of Default, neither Mortgagor nor anyone claiming through or under it shall or will set up, claim or seek to take advantage of any appraisal, valuation, stay, extension or redemption laws now or hereafter in force, in order to prevent or hinder the enforcement or foreclosure of this Mortgage, or the absolute sale of the Mortgaged Property or the final and absolute putting into possession thereof, immediately after such sale, of the purchasers thereat, and Mortgagor, for itself and all which may at any time claim through or under it, hereby waives, to the full extent that it may lawfully so do, the benefit of all such laws, all errors, defects and