

(b) After deducting all costs, fees and expenses of the foreclosure sale, including costs of evidence of title in connection with the sale and attorneys' fees, the court or its duly authorized representative shall credit upon the judgment the proceeds of the sale and any proceeds shall be applied to payment of all sums expended under the terms hereof, not then repaid, with accrued interest at the Default Rate and then to the payment of all other sums then secured hereby. The remainder, if any, shall be payable to the person or persons legally entitled thereto.

3.04 Appointment of Receiver. If an event of default described in Section 3.01 of this Mortgage shall have occurred and be continuing, Mortgagee, as a matter of right and without notice to Mortgagor or anyone claiming under Mortgagor, and without regard to the then value of the Property or the interest of Mortgagor therein, shall have the right to apply to any court having jurisdiction to appoint a receiver or receivers of the Property, and Mortgagor hereby irrevocably consents to such appointment and waives notice of any application therefor. Any such receiver or receivers shall have all the usual powers and duties of receivers in like or similar cases and all the powers and duties of Mortgagee in case of entry as provided in Section 3.02(a) and shall continue as such and exercise all such powers until the date of confirmation of sale of the Property unless such receivership is sooner terminated.

3.05 Remedies Not Exclusive. Subject to limitations imposed by applicable law, Mortgagee shall be entitled to enforce payment and performance of any indebtedness or obligations secured hereby and to exercise all rights and powers under this Mortgage, the Assignment of Rents or under any other Loan Instrument or other agreement or any laws now or hereafter in force, notwithstanding some or all of such indebtedness and obligations secured hereby may now or hereafter be otherwise secured, whether by mortgage, deed of trust, pledge, lien, assignment or otherwise. Neither the acceptance of this Mortgage nor its enforcement whether by court action or other powers herein contained, shall prejudice or in any manner affect Mortgagee's right to realize upon or enforce any other security now or hereafter held by Mortgagee, it being agreed that Mortgagee shall be entitled to enforce this Mortgage and any other security now or hereafter held by Mortgagee in such order and manner as it may in its absolute discretion determine. No remedy herein conferred upon or reserved to Mortgagee is intended to be exclusive of any other remedy herein or by law provided or permitted, but each shall