or of any substantial part of its property, or the making by it of any assignment for the benefit of creditors the Mortgagor or the taking of any action by the Mortgagor in furtherance of any of the foregoing;

- (k) If any representation or warranty of the Mortgagor contained in this Mortgage or in any certificate, report, financial statement or other instrument furnished in connection with the making of the Loan shall prove to be false or misleading in any material respect.
- 14. RIGHTS AND REMEDIES UPON DEFAULT: Upon the occurrence of any "Event of Default" hereunder, the Mortgagee may exercise any one or more of the following rights and remedies:
  - (a) Acceleration. The Mortgagee may declare the entire unpaid principal amount evidenced by the Note and secured by this Mortgage to be due and payable, in which event said amount shall immediately become due and payable.
  - Right To Take Possession of Mortgaged Property. The Mortgagor agrees to surrender possession of the Mortgaged Property to the Mortgagee upon demand, and the Mortgagee may thereupon enter upon and take possession of the Mortgaged Property, let the Mortgaged Property, collect all tenant rentals therefrom and apply the same, after payment of all charges and expenses, on account of the indebtedness secured hereby, whether then matured or not, or otherwise as a court of competent jurisdiction may direct, subject, however, to the provisions of paragraph 12 hereof. After taking possession of the Mortgaged Property, the Mortgagee may dispossess, by summary proceedings or otherwise, any tenants, subtenants or occupants of the Mortgaged Property then or thereafter in default in the payment of any rent, subject, however, to the provisions of paragraph 12 hereof, and the Mortgagor hereby irrevocably appoints the Mortgagee its attorneyin-fact, with full power of substitution, for such purpose.

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