

or in aid thereof or upon the commencement of any other judicial proceeding to enforce any right of the Mortgagee, the Mortgagee shall be entitled, as a matter of right, if it shall so elect, without the giving of notice to any other party and without regard to the adequacy or inadequacy of the security of the Mortgaged Property, forthwith, either before or after declaring the unpaid principal of the Note to be due and payable, to the appointment of such a receiver or receivers.

SECTION 3.05. Notwithstanding the appointment of any receiver, liquidator or trustee of the Company, or of any of its property, or of the Mortgaged Property or any part thereof, the Mortgagee shall be entitled to retain possession and control of all property now or hereafter pledged with, assigned to or held by the Mortgagee under this Mortgage.

SECTION 3.06. No remedy herein conferred upon or reserved to the Mortgagee is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative, and shall be in addition to every other remedy given hereunder or now or hereafter existing by law. No delay or omission of the Mortgagee to exercise any right or power accruing upon any event of default shall impair any such right or power, or shall be construed to be a waiver of any such event of default or an acquiescence therein; and every power and remedy given by this Mortgage or by law to the Mortgagee may be exercised from time to time and as often as may be deemed expedient by the Mortgagee.

SECTION 3.07. The Company will not at any time insist upon, or plead, or in any manner whatever claim or take any benefit or advantage of any stay or extension or moratorium law, wherever enacted, now or at any time hereafter in force, which may affect the covenants and terms of performance of this Mortgage; nor claim, take or insist upon any benefit or advantage of any law now or hereafter in force providing for the valuation or appraisal of the Mortgaged Property or any part thereof prior to any sale thereof which may be made pursuant to any provision herein contained, or pursuant to the decree, judgment or order of any court; nor after any such sale, claim or exercise any right