

at the date of maturity and place therein expressed the principal of and interest on the note to the holder of the note or affect or impair the right of action, which is also absolute and unconditional, of such holder to enforce such payment.

Except as herein expressly provided to the contrary, no remedy herein conferred upon or reserved to the Trustee or to the holder of the note is intended to be exclusive of any other remedy but each and every such remedy shall, to the extent permitted by applicable law, be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute.

No delay or omission of the Trustee or of any holder of the note to exercise any right or power arising upon the happening of an Event of Default shall impair any right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given to the Trustee or to the noteholder may be exercised from time to time and as often as may be deemed expedient by the Trustee or by the noteholder.

Upon commencement of judicial proceedings to enforce any right under the Indenture, the Trustee shall be entitled, to the extent permitted by law, to exercise the right of entry, and also any and all rights and powers herein conferred and provided to be exercised by the Trustee upon the occurrence and continuance of any Event of Default; and as a matter of right, the Trustee shall be entitled to the appointment of a receiver of the premises hereby mortgaged, and of the earnings, revenue, rents, issues, profits and other income thereof and therefrom, with all such powers as the court or courts making such appointment shall confer.