

15. Performance by Lender. Lender shall have the right, but not the obligation, at its sole option, in the event of default by Borrower in the performance of any of Borrower's covenants, agreements and obligations hereunder, to perform the same and the cost thereof with interest thereon at the rate set forth in the Note or at the highest legal rate permitted, shall be immediately due from the Borrower and become indebtedness of the Borrower secured by the within Mortgage.

16. Statute of Limitations; Homestead; Appraisal. Borrower hereby waives any right to assert any statute of limitations as a bar to the enforcement of the lien of this Mortgage or to any action brought to enforce the Note or any other obligation secured by this Mortgage or any provision hereof. Borrower further waives any and all rights of homestead exemption in the Property and any rights of appraisal of the Property. In the event of foreclosure pursuant to the terms of the within Mortgage, Lender may, at Lender's sole option, obtain an appraisal of the Property and any funds expended by Lender for such purpose shall become indebtedness of the Borrower secured by the within Mortgage.

17. Further Assurances. Upon Lender's request, from time to time, Borrower shall execute, deliver and when and where appropriate, record, file, re-record or refile all such further mortgages, instruments of further assurance, certificates and other documents as Lender may consider necessary or desirable in order to effectuate, complete, perfect, continue and preserve the obligations of Borrower under the Note, Mortgage and any other instrument securing the Note and the lien of this Mortgage as a first and prior lien upon all of the Property, whether now owned or hereafter acquired by Borrower. Upon any failure by Borrower to do so, Lender may make, execute, record, file, re-record or refile any and all such mortgages, instruments, certificates and documents for and in the name of Borrower, and Borrower hereby irrevocably appoints Lender the agent and attorney-in-fact of Borrower to do so.

18. Appointment of Receiver. In any action of foreclosure of the within Mortgage or upon the actual or threatened waste to any part of the Property, Lender may at its sole option apply for the appointment of a receiver of the rents and profits of the Property without notice and shall be entitled to the appointment of a receiver as a matter of right without regard to the value of the Property as security for the amounts due Lender or the solvency of any person or entity liable for the payment of such amounts.