

attorneys' fees, costs and agent's compensation, incurred pursuant to the provisions of this Paragraph 2.05, and any such amounts paid by Mortgagee shall be added to the Indebtedness and shall be secured by this Mortgage.

2.06 Waiver of Appraisement, Valuation, etc. Mortgagor and Fee Owner agree, to the full extent permitted by law, that in case of a Default on the part of Mortgagor or Fee Owner (or both) hereunder, neither Mortgagor, Fee Owner nor anyone claiming by, through or under Mortgagor or Fee Owner will set up, claim or seek to take advantage of any moratorium, reinstatement, forbearance, appraisement, valuation, stay, extension, homestead, exemption or redemption laws now or hereafter in force, in order to prevent or hinder the enforcement of foreclosure of this Mortgage, or the absolute sale of the Premises and the City Project or the delivery of possession thereof immediately after such sale to the purchaser at such sale, and Mortgagor and Fee Owner, for themselves and all who may at any time claim through or under them, hereby waive to the full extent that they may lawfully so do, the benefit of all such laws, and any and all right to have the assets subject to the security interest of this Mortgage marshalled upon any foreclosure or sale under foreclosure.

2.07 Waiver of Homestead. Mortgagor and Fee Owner hereby waive and renounce all homestead and exemption rights provided for by the Constitution and the laws of the United States and of any state, in and to the Premises and the City Project as against the collection of the Indebtedness, or any part hereof.

2.08 Leases. Mortgagee, at its option, is authorized to foreclose this Mortgage subject to the rights of any tenants of the Premises and the City Project or either of them, and the failure to make any such tenants parties to any such foreclosure proceedings and to foreclose their rights will not be, nor be asserted to be by Mortgagor or Fee Owner, a defense to any proceedings instituted by Mortgagee to collect the Indebtedness.

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