

Mortgagee, or to such receiver, the fair and reasonable rental value for the use and occupancy of the whole or any part of the premises as may be in the possession of Mortgagor, and upon default in any such payment will vacate and surrender same to Mortgagee, or such receiver, and in default thereof may be evicted by summary proceedings.

If default shall be made in the payment of said Indebtedness or other sums or any part thereof or in the performance of any covenant or agreement of this mortgage, Mortgagee shall have the right, forthwith and without notice, to the appointment of a receiver (whether or not foreclosure proceedings are instituted) who shall be entitled to enter into and upon the premises, to take possession thereof and of the Building Equipment, and to collect said rent, issues, revenues, proceeds and profits, regardless of the adequacy of the security for the payment of the Indebtedness and other sums secured hereby or the solvency of Mortgagor, Mortgagor hereby covenanting that the appointment of such a receiver by a court of competent jurisdiction, at chambers or otherwise, regardless of the adequacy of the security or the solvency of Mortgagor, shall be a matter of right to Mortgagee. All net income after payment of any collection, management, and attorney's fees, shall be applied toward the payment of any advances made by Mortgagee or in reduction of any Indebtedness and other sums hereby secured, including, without limitation, interest thereon, in such manner or proportion as Mortgagee may elect, without liability to account for anything more than the rents, reversionary issues, profits and other proceeds actually received, and such application shall not cure or waive any default hereunder unless Mortgagee so consents.

8. Mortgagor, without first obtaining the written consent of Mortgagee, shall not (a) assign the rents, issues, revenues, proceeds or profits, or any part thereof, accruing and to accrue from the premises or any part thereof or the Building Equipment, (b) consent to the cancellation or surrender of any