

force, in order to prevent or hinder the enforcement or foreclosure of this Mortgage, or the absolute sale of the Premises conveyed, or the final and absolute putting into possession thereof, immediately after such sale, of the purchasers thereat, and Mortgagor does hereby waive to the full extent permitted by law, the benefit of all such laws, or right of redemption, appraisal, valuation or stay, and any and all right to have the assets comprising the Premises marshalled upon any foreclosure of the lien hereof and agrees that Mortgagee or any court having jurisdiction to foreclose such lien may sell the Premises in part or as an entirety.

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2.08 RECEIVER. If an event of default shall have occurred, Mortgagee, without regard to the value or occupancy of the security, or the solvency of any party obligated to repay the Note shall be entitled as a matter of right if it so elects to the appointment of a receiver to enter upon and take possession of the Premises and to collect all rents, revenues, issues, income, products and profits thereof and apply the same as the court may direct. The receiver shall have all rights and powers permitted by law and such other powers as the court making such appointment shall confer. The expenses, including receiver's fees, attorney's fees, costs and agent's compensation, incurred pursuant to the powers herein contained shall be secured by this Mortgage. The right to enter and take possession of and to manage and operate the Premises and to collect the rents, issues and profits thereof, whether by a receiver or otherwise, shall be cumulative to any other right or remedy hereunder or afforded by law and may be exercised concurrently therewith or independently thereof. Mortgagee shall be liable to account only for such rents, issues and profits actually received by Mortgagee. Notwithstanding the appointment of any receiver or other custodian, Mortgagee shall be entitled as pledgee to the possession and control of any cash, deposits or instruments at the time held by or payable or deliverable under the terms of this Mortgage to Mortgagee.

2.09 SUITS TO PROTECT THE PREMISES. Mortgagee shall have the power and authority to institute and maintain any suits and proceedings as Mortgagee may deem advisable either in its own name, in Mortgagor's name or both, (a) to prevent any impairment of the Premises by any acts which may be unlawful or any violation of this Mortgage; (b) to preserve or protect its interest in the Premises; and (c) to restrain the enforcement of or compliance with any legislation or other governmental enactment, rule or order that may be unconstitutional or otherwise invalid, if the enforcement of or compliance with such enactment, rule or order might impair the security hereunder or be prejudicial to Mortgagee's interest.

2.10 POWER OF SALE.

(a) When the indebtedness secured hereby shall become due, whether by acceleration or otherwise, and provided either a final judgment of a court of competent jurisdiction has been entered against Mortgagor, its successors or assigns, establishing the amount of the indebtedness, or Mortgagor, its successors or assigns, has consented in writing to the amount of such debt subsequent to the maturity thereof; then Mortgagee may at its option sell the Premises, or any part thereof, at a public sale or sales before the door of the courthouse of the county in which the Premises is situated to the highest bidder for cash in order to pay the indebtedness secured hereby, accrued interest, insurance premiums, liens, assessments, taxes and charges, including utility charges, if any, with accrued interest thereon, together with all expenses of such sale and all proceedings in connection therewith, including reasonable attorney's fees in the amount of 10% of the principal amount of the indebtedness secured. Mortgagee shall give Mortgagor twenty-one (21) days advance notice of the time and place of such sale and shall publish a notice of the sale once a week for three consecutive weeks prior to the date of such sale in some newspaper published or circulated in the county in which the Premises are located.

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