

09/15/1983

BOOK 1526 PAGE 269

thereof or interest therein at the time in question", "the Mortgagee" shall mean "the Mortgagee and/or any subsequent holder of the Note", "the Note" shall mean "the Note or any other evidence of indebtedness secured by this Mortgage", "person" shall include an individual, corporation, partnership, trust, unincorporated association, government, governmental authority, or other entity, "the Property" shall include any portion of the Property or interest therein. Whenever the context may require, any pronouns used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns and pronouns shall include the plural and vice versa.

37. Waiver of Notice. The Mortgagor shall not be entitled to any notices of any nature whatsoever from the Mortgagee except with respect to matters for which this Mortgage specifically and expressly provides for the giving of notice by the Mortgagee to the Mortgagor, and the Mortgagor hereby expressly waives the right to receive any notice from the Mortgagee with respect to any matter for which this Mortgage does not specifically and expressly provide for the giving of notice by the Mortgagee to the Mortgagor.

38. Certain Acts of Waste. Provided and on condition that at the time the Mortgagee has not failed to fund any Operating Deficits as provided in Section 22 hereof, failure of the Mortgagor to pay any taxes, assessments or governmental charges levied or assessed against the Property, or any part thereof, or any installment of any such tax, assessment or charge, or any premium upon any such tax, assessment or charge, or any premium upon any policy of insurance covering any part of the Property, at the time or times such taxes, assessments, charges, installments thereof or insurance premiums are due and payable, shall constitute waste and shall entitle the Mortgagee to exercise the remedies afforded by such action. Payment by the Mortgagee for and on behalf of the Mortgagor of any such delinquent tax or insurance premium properly payable by the Mortgagor under the terms of this Mortgage, shall not cure the default herein described nor shall it in any manner impair the Mortgagee's right to the appointment of a receiver on account thereof. Upon the happening of any such acts of waste and on proper application made therefor by the Mortgagee in a court of competent jurisdiction, the Mortgagee shall forthwith be entitled to the appointment of a receiver of the Property and of the earnings, income, issues and profits thereof, with such powers as the court making such appointment shall confer. The Mortgagor hereby irrevocably consents to such appointment and waives notice of any application therefor.

39. Condominium. The Mortgagor shall not proceed to convert the Property to condominium ownership without the Mortgagee's prior approval.

40. Remedies on Default and Power of Sale. Immediately after the occurrence of any of default referred to above in

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