

free from any claim or right of Mortgagor of whatever kind, including any equity or right of redemption of Mortgagor. Mortgagor specifically waives (to the extent permitted by law) all rights of redemption, stay or appraisal which it had or may have under any rule of law or statute now existing or hereafter adopted.

(c) Cause to be brought down to date an abstract or abstracts and tax histories of the mortgaged premises, procure title insurance or title reports or, if necessary, procure new abstracts and tax histories.

(d) Obtain a receiver to manage the mortgaged premises and collect the rents, profits and income therefrom. The Mortgagor agrees to consent and does hereby consent to the possession, management and control of or other action with respect to, the mortgaged premises by a receiver at such time or times as the Mortgagee believes necessary or desirable in protecting or enforcing Mortgagee's rights hereunder.

(e) In the event of any sale of the mortgaged premises by foreclosure, through judicial proceedings, by advertisement or otherwise, apply the proceeds of any such sale in the order following to: (i) all expenses incurred for the collection of the Mortgage Indebtedness and the foreclosure of this Mortgage, including reasonable attorneys' fees, or such attorneys' fees as are permitted by law; (ii) all sums expended or incurred by the Mortgagee directly or indirectly in carrying out the terms, covenants and agreements of the note or notes evidencing the Mortgage Indebtedness, of this Mortgage and of the Loan Documents, together with interest thereon as therein provided; (iii) all accrued and unpaid interest upon the Mortgage Indebtedness; (iv) the unpaid principal amount of the Mortgage Indebtedness; and (v) the surplus, if any there be, unless a court of competent jurisdiction decrees otherwise, to the Mortgagor.

12. Successors in Ownership. In the event ownership of the mortgaged premises or any part thereof becomes vested in a person or persons other than the Mortgagor without the prior written approval of the Mortgagee, the Mortgagee may (but shall not be obligated to) deal with the successor or successors in interest with reference to this Mortgage and the Loan Documents in the same manner as with the Mortgagor, without in any manner discharging or otherwise affecting the Mortgagor's liability hereunder or upon the Mortgage Indebtedness.

13. Warranties Respecting Equipment. Except for