

hereafter in force, which may affect the covenants and terms of performance of this Mortgage, nor claim, take or insist upon any benefit or advantage of any law now or hereafter in force providing for the valuation or appraisal of the Premises, or any part thereof, prior to any sale or sales thereof which may be made pursuant to any provision herein, or pursuant to the decree, judgment or order of any court or competent jurisdiction; nor, after any such sale or sales, claim or exercise any right under any statute heretofore or hereafter enacted to redeem the property so sold or any part thereof and the Mortgagor hereby expressly waives all benefit or advantage of any such law or laws, and covenants not to hinder, delay or impede the execution of any power herein granted or delegated to the Mortgagee, but to suffer and permit the execution of every power as though no such law or laws had been made or enacted. The Mortgagor, for itself and all who may claim under it, waives, to the extent that it lawfully may, all right to have the Premises marshalled upon any foreclosure hereof;

(j) Following a default, the Mortgagee shall be entitled, as a matter of right, to the appointment of a receiver of the Premises, and the court may appoint a receiver, either before or after judgment, power to collect the rents, revenues, issues, income and profits from the Premises and all other powers necessary or incidental for the protection, possession, control, management and operation of the Premises. Said receiver shall also have full power and authority, at the expense of the Premises and of the Mortgagor, to maintain, restore and keep insured the Premises and to pay all taxes, assessments and other charges arising in connection therewith. Mortgagor hereby consents to the appointment of a receiver and will upon Mortgagee's request formally evidence such consent in writing or in any proceeding for the appointment of such receiver.

17. The money, proceeds or avails of any sale made hereunder, together with any other sums which then may be held by the Mortgagee under this Mortgage, whether under the provisions of this Paragraph or otherwise, shall be applied as follows:

(a) To the payment of the costs and expenses of such sale, including reasonable compensation to the Mortgagee, its agents and counsel (including attorney fees on appeal), and of any judicial proceedings wherein the same may be made, and of all expenses, liabilities and advances made or incurred by the Mortgagee under this Mortgage, together with interest at the Default Rate on all advances made by the Mortgagee and all taxes or assessments, except for taxes, assessments or other charges subject to which the Premises shall have been sold;

(b) To the payment of the whole amount then due, owing or unpaid upon the Note for interest accrued and the principal, with interest on the unpaid principal at the Default Rate from and after the happening of any event of default and from the due date of any such payment of principal until the same is paid;

(c) To the payment of any other sums required to be paid by the Mortgagor pursuant to any provision of this Mortgage, or the Note;

(d) To the payment of the surplus, if any, to whomsoever may be lawfully entitled to receive the same.

18. With respect to the Premises and the Mortgagor's operation thereof, the Mortgagor will keep proper books of record and account in accordance with generally accepted accounting practice; the Mortgagee shall have the right to examine the books of account of the Mortgagor and to discuss the affairs, finances and accounts of the Mortgagor and to be informed as to the same by the Mortgagor (or if the Mortgagor be a corporation by Mortgagor's officers), all at such reasonable times and intervals as the Mortgagee may desire, and the Mortgagor will furnish to the Mortgagee within ninety (90) days after the end of each fiscal year of the Mortgagor, copies of the statement of income

0.25

14328 (W-2)