

charges, including utility charges, advanced by the Bank; (c) then to payment of any amounts due under the terms of this Mortgage, and the Reimbursement Agreement; and (d) the remainder, if any, shall be paid to the Corporation. If the proceeds of any such sale should be insufficient to pay in full the obligations recited in clauses (a), (b) and (c) of this Section 7.8, the Bank shall be entitled to a judgment for the deficiency.

Section 7.9 Corporation as Tenant Holding Over. In the event of any such foreclosure sale by the Bank, the Corporation shall be deemed a tenant holding over and shall forthwith deliver possession to the purchaser(s) at such sale or be summarily dispossessed according to provisions of law applicable to tenants holding over.

Section 7.10 Waiver of Appraisalment, Valuation, Stay, Extension, Homestead Exemption and Redemption Laws. Upon the occurrence of an event of default, to the extent that such rights may then lawfully be waived, neither the Corporation nor anyone claiming through or under it shall claim or seek to take advantage of any appraisalment, valuation, stay, extension, homestead exemption or redemption laws now or hereafter in force, in order to prevent or hinder the enforcement or foreclosure of this Mortgage, the absolute sale of the Facilities, the final and absolute putting into possession of the purchasers thereof immediately after such sale or the obtaining of any deficiency judgment. The Corporation, for itself and all who may at the time claim through or under it, hereby waives to the full extent that it may lawfully do so, the benefit of all such laws, and any and all right to have the assets comprised in the security intended to be created hereby marshalled upon any foreclosure of the lien hereof.

Section 7.11 Leases. The Bank, at its option, is authorized to foreclose this Mortgage subject to the rights of any tenants of the Facilities, and the failure to make any such tenants parties to any such foreclosure proceedings and to foreclose their rights will not be, nor be asserted to be by the Corporation, a defense to any proceedings instituted by the Bank to collect the sums secured hereby.

Section 7.12 Discontinuance of Proceedings and Restoration of the Parties. In case the Bank shall have proceeded to enforce any right under this Mortgage by foreclosure, entry or otherwise, and such proceedings shall have been discontinued or abandoned for any reason, or shall have determined adversely to the Bank, then and in every such case the Corporation and the Bank shall be restored to their former positions and rights hereunder, and all rights and remedies of the Bank shall continue as if no such proceeding had been taken.

Section 7.13 Remedies Cumulative. No right or remedy conferred upon or reserved to the Bank by the Mortgage is intended to be exclusive of any other right or remedy, but every

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