

appropriate proceeding or remedy (i) to enforce payment of any amounts due under the terms of this Mortgage or the Agreement or to enforce the performance of any term, covenant, condition or agreement of this Mortgage or the Agreement or any other right, and (ii) to pursue any other remedy available to it, all as the Issuer shall determine most effectual for such purposes.

Section 9.7. Purchase by the Issuer. Upon any foreclosure sale, the Issuer may bid for and purchase the Facilities and shall be entitled to apply all or any part of the indebtedness secured hereby as a credit to the purchase price.

Section 9.8. Application of Proceeds of Sale. In the event of a foreclosure sale of the Facilities pursuant to subsection 9.6(a) hereof, the proceeds of said sale shall be applied, in the following order: (a) to the expenses of such sale and of all proceedings in connection therewith, including reasonable attorneys' fees as provided hereinabove; (b) to insurance premiums, liens, assessments, taxes and charges, including utility charges, advanced by the Issuer or the Trustee; (c) then to payment of any amounts due under the terms of this Mortgage and the 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 9.8, the Issuer shall be entitled to a judgment for the deficiency.

Section 9.9. Corporation as Tenant Holding Over. In the event of any such foreclosure sale by the Issuer, the Corporation shall be deemed a tenant holding over and shall forthwith deliver possession to the purchaser or purchasers at such sale or be summarily dispossessed according to provisions of law applicable to tenants holding over.

Section 9.10. Waiver of Appraisement, 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 or will set up, claim or seek to take advantage of any appraisement, 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