- 13. Continuance of Lien. That the lien of this Mortgage shall remain in full force and effect during any modification, postponement, extension or renewal of the time of payment of the indebtedness or any part thereof secured hereby.
- 14. Right to Possession; Receiver. Upon any default as defined herein above, Lender shall be entitled to collect the rents, issues and profits of the Property, and may enter and take possession thereof and manage and operate the same and take any action which, in Lender's judgment, is necessary or proper to conserve the value of the Property, or Lender, at its option, may make application to any applicable Court having jurisdiction thereof to have a receiver appointed to take possession of the Property, to manage, operate and conserve the value thereof and to collect the rents, issues and profits thereof. Either Lender of such receiver may also take possession of, and for these purposes used, any and all personal property contained on the the Property and used by Borrower in the rental or leasing thereof or any part thereof. The right to enter and take possession of the Property and use any personal Property therein, to manage, operate and conserve the same, and to collect the rents, issues and profits thereof, whether by a receiver or otherwise, shall be a matter of rights and shall be in addition to all other rights or remedies of Lender hereunder or afforded by law, and may be exercised concurrently therewith or independently thereof. After paying all costs of collection and any other expenses incurred, the proceeds shall be applied to the payment of the indebtedness secured hereby in such order as Lender shall select, as Lender shall not be liable to account to Borrower for any action taken pursuant hereto other than to account for any rents actually received by Lender.
- 15. Waiver of Homestead. Borrower hereby waives any right granted by applicable law of homestead in favor of Lender.
- 16. No Conveyance or Encumbrance. That if the Property, or any part thereof, is sold, conveyed, transferred, leased, encumbered, mortgaged or pledged to any other person or entity, or should any beneficial interest in Borrower (if Borrower is not a natural person) be sold, conveyed, transferred, leased, encumbered, mortgaged or pledged to any other person or entity, the entire indebtedness secured hereby shall become immediately due and payable, at Lender's option, unless prior written consent for such sale, conveyance, transfer, lease, encumbrance, mortgage or pledge has been obtained from Lender.
- 17. No Waiver by Lender. That no failure by Lender to insist upon the strict performance of any covenant, agreement, term or condition of this Mortgage or the Promissory Note secured hereby or to exercise any option, right or remedy arising on account of any breach thereof shall constitute a waiver of any such breach or of such covenant, agreement, term or condition. No covenant, agreement, term or condition in this Mortgage or the Promissory Note secured hereby to be performed or complied with by Borrower, and no breach thereof, shall be waived, altered or modified except by a written instrument executed by Lender. No waiver of any breach shall affect or alter this Mortgage, but each and every covenant, agreement, term and condition of this Mortgage and the Promissory Note secured hereby shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.
- 18. Cumulative Rights. That each right and remedy of Lender provided for in this Mortgage shall be cumulative and shall be in addition to every other right or remedy provided for in this Mortgage or now or hereafter existing at law, or in equity, or by statute or otherwise. The exercise or beginning of the exercise by Lender of any one or more of the rights or remedies provided for in this Mortgage, or now or hereafter existing at law, or in equity, or by statute or otherwise shall not preclude the simultaneous or later exercise by Lender of any or all other rights or remedies provided for in this Mortgage, or now or hereafter existing at law, in equity, or by statute or otherwise.
- 19. Estoppel Statement. That Borrower, within six days after Lender's request, will furnish an accurate written, statement, duly acknowledged, to Lender or to any proposed assignee of this Mortgage stating the amount of