

Paragraphs 16, 17, 18, 19

16. **Proceeds of Sale.** The proceeds of any sale, whether by foreclosure or otherwise, and any other sums collected by the Company in connection with the exercise of any rights or remedies herein permitted to be exercised by the Company, shall be applied, *first*, to all costs and expenses in connection with such sale and the exercise of such rights and remedies, including reasonable attorneys' fees, *second*, to the payment of the whole amount then due and payable upon the Lessor's Note for principal, premium, if any, and interest, and *third*, to the payment of all other indebtedness secured by this Mortgage; and the surplus, if any, shall be paid to or upon the order of Lessor.

17. **Possession Subsequent to Foreclosure.** The purchaser at any foreclosure sale hereunder may disaffirm any easement granted, or rental or lease contract made, in violation of any provision of this Mortgage, and may take immediate possession of the Granted Property or portion thereof so sold free from and despite the terms of, such grant of easement and rental or lease contract. It is further agreed that in the event of a foreclosure of the Lien hereby secured, any owner in possession of the Property shall thereupon become the tenant at will of the purchaser thereof at such foreclosure sale and should such tenant or any person claiming possession under or through him refuse to surrender possession of the Property upon demand, the purchaser thereof shall thereupon be entitled to institute and maintain the statutory action for forcible or unlawful detainer and procure a writ of possession thereunder, *subject, however*, to the Lease and the Lessee's estate thereunder.

18. **Right to Receiver.** If an Event of Default has occurred and is continuing, or upon the institution of any Proceeding to sell the Granted Property or to enforce the specific performance hereof, or in aid hereof, the Company shall be entitled as a matter of right, if it shall so elect, without the giving of notice to Lessor, and without regard to the adequacy or inadequacy of the security, forthwith to the appointment of a receiver of the Granted Property and of all the revenues, rents, income and profits thereof.

19. **Additional Rights of the Company.** (a) No right or remedy herein conferred upon or reserved to the Company is intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative and in addition to any other right or remedy given hereunder, or now or hereafter legally existing, upon the occurrence of an Event of Default hereunder. The failure of the Company to insist at any time upon the strict observance or performance of any of the provisions of this Mortgage, or to exercise any right or remedy provided for in this Mortgage, shall not impair any such right or remedy nor be construed as a waiver or relinquishment thereof for the future. Receipt by the Company of any payment required to be made pursuant to this Mortgage or the Lessor's Note with knowledge of the breach of any provision of this Mortgage shall not be deemed a waiver of such breach. In addition to all other remedies provided in this Mortgage, the Company shall be entitled, to the extent permitted by applicable law, to injunctive relief in case of the violation, or attempted or threatened violation, of any of the provisions of this Mortgage, or to a decree concerning performance of any of the provisions of this Mortgage, or to any other remedy legally allowed to the Company.

(b) In case default shall be made in the payment of any Basic Rent or Additional Rent under the Lease or of any other moneys due under or pursuant to the provisions of the Assignment or the Guaranty or in the due performance of any provision of the Lease, the Assignment or the Guaranty, then and in every such case (without prejudice to any right to claim a Default or Event of Default or to assert any right consequent thereon), the Company may cause proper Proceedings to be instituted and prosecuted in a court of competent jurisdiction, or take any other action, to enforce such payment, collect the amounts due and or enforce the performance of such provision.

(c) The Company may seek and recover judgment for all amounts due and payable on the Lessor's Note and under this Mortgage either before, after or during the pendency of any other Proceedings or action to obtain relief under or with respect to this Mortgage (including, without limitation, any sale pursuant to paragraph 15(c) of any portion of the Granted Property). The Company's right to seek and recover any such judgment shall not be affected by the obtaining of any such other relief. The Company shall continue to be entitled to enforce payment of and to seek and recover judgment for any amounts remaining due and payable