

ANY STATE IN WHICH ANY OF THE PROPERTY OF THE MORTGAGOR MAY BE SITUATED, NOR WILL IT CLAIM, TAKE OR INSIST ON, ANY BENEFIT OR ADVANTAGE FROM ANY LAW NOW OR HEREAFTER IN FORCE IN SUCH STATE, OR STATES; PROVIDING FOR THE VALUATION OR APPRAISEMENT OF THE MORTGAGED AND PLEDGED PREMISES AND PROPERTY, OR ANY PART THEREOF, PRIOR TO ANY SALE OR SALES THEREOF, TO BE MADE PURSUANT TO ANY PROVISION HEREIN CONTAINED, OR TO THE DECREE OF ANY COURT OF COMPETENT JURISDICTION, AND THE MORTGAGOR HEREBY EXPRESSLY WAIVES ALL BENEFIT AND ADVANTAGE OF ANY SUCH LAW OR LAWS, AND COVENANTS THAT IT WILL NOT HINDER, DELAY OR IMPEDE THE EXECUTION OF ANY POWER HEREIN GRANTED AND DELEGATED TO THE TRUSTEE, BUT THAT IT WILL SUFFER AND PERMIT THE EXECUTION OF EVERY POWER AS THOUGH NO SUCH LAW OR LAWS HAD BEEN MADE OR ENACTED.

SECTION 6. AND THE MORTGAGOR, FOR ITSELF, ITS SUCCESSORS AND ASSIGNS, AND FOR ALL PERSONS WHO MAY HEREAFTER ACQUIRE ANY TITLE, ESTATE OR INTEREST IN SAID PREMISES AND PROPERTY BY, THROUGH OR UNDER IT OR THEM OR ANY OF THEM, DOES HEREBY CONSENT, IN CASE THERE BE FILED IN ANY COURT OF RECORD ANY SUIT OR PROCEEDING UNDER ANY OF THE PROVISIONS HEREOF FOR THE FORECLOSURE OF THIS DEED AND THE EQUITY OF REDEMPTION THEREUNDER, OR FOR THE APPOINTMENT OF A RECEIVER OF THE MORTGAGED AND PLEDGED PREMISES AND PROPERTY, AS A MATTER OF RIGHT, OF A RECEIVER OF THE SAID MORTGAGED AND PLEDGED PREMISES AND PROPERTY, AND THE RENTS, ISSUES AND PROFITS THEREOF, WITH THE USUAL POWERS AND DUTIES OF RECEIVERS, AND WITH ALL THE RIGHTS AND POWERS GIVEN TO THE TRUSTEE UNDER SECTION 2 OF THIS ARTICLE, IN THE EVENT OF TAKING POSSESSION OF THE PROPERTY BY THE TRUSTEE UNDER THE PROVISIONS OF THIS INSTRUMENT, AND CONSENT THAT SUCH RECEIVER MAY CONTINUE IN OFFICE UNTIL THE PURCHASER THEREOF AT SUCH FORECLOSURE SALE, OR HIS HEIRS OR ASSIGNS, SHALL BE ENTITLED BY LAW TO A DEED OF SAID MORTGAGED AND PLEDGED PREMISES AND PROPERTY, AND CONSENT THAT SUCH RECEIVER MAY, OUT OF SAID RENTS, ISSUES AND PROFITS, PAY THE TAXES, ASSESSMENTS AND INSURANCE ON SAID MORTGAGED AND PLEDGED PREMISES AND PROPERTY ACCRUING AFTER THE FILING OF SUCH SUIT OR PROCEEDINGS AND BEFORE THE MAKING OF SUCH DEED, AND ANY NECESSARY REPAIRS THEREON, AND ANY DEFICIENCY DECREE OR JUDGMENT ON SUCH SALE.

IT IS UNDERSTOOD AND AGREED THAT, IN THE EVENT THIS INSTRUMENT BE FORECLOSED BY A JUDICIAL PROCEEDING IN ANY COURT, AND A DECREE FOR THE SALE OF SAID PREMISES AND PROPERTY SHALL BE THEREIN RENDERED, THERE SHALL BE INCLUDED IN THE JUDGMENT ON SUCH FORECLOSURE, A REASONABLE SUM OF MONEY, TO BE ASCERTAINED AND ALLOWED BY THE COURT IN SUCH PROCEEDING, FOR THE COMPLAINANTS' ATTORNEY'S OR SOLICITOR'S FEES IN SUCH PROCEEDINGS, WHICH SUM IS HEREBY CHARGED UPON THE MORTGAGED AND PLEDGED PREMISES AND PROPERTY AFORESAID AS AN ADDITIONAL LIEN HEREUNDER.

AND IT IS FURTHER DISTINCTLY UNDERSTOOD AND AGREED THAT THE VARIOUS RIGHTS, POWERS, OPTIONS, ELECTIONS, APPOINTMENTS AND REMEDIES IN THIS INSTRUMENT CONTAINED, PROVIDED, DECLARED OR AUTHORIZED, SHALL BE CONSTRUED AND DEEMED AS CUMULATIVE, AND ON ONE OR MORE OF THEM AS EXCLUSIVE OF THE OTHERS OR OF ANY OF THE OTHERS, OR OF ANY RIGHTS OR REMEDIES GIVEN OR ALLOWED BY LAW,

SECTION 7. NO DELAY OR OMISSION BY THE TRUSTEE IN EXERCISING THE RIGHTS AND POWERS HEREIN GRANTED SHALL BE HELD AS TO THE MORTGAGOR TO EXHAUST SUCH RIGHTS OR POWERS, OR BE CONSTRUED AS A WAIVER THEREOF; AND IT IS HEREBY MUTUALLY AGREED THAT THE HOLDER OR HOLDERS OF THE REQUIRED NUMBER OF BONDS NECESSARY TO THE EXERCISE OF ANY OF THE RIGHTS OR POWERS OF ELECTION AS HEREINBEFORE PROVIDED, SUCH RIGHT OR POWER OF ELECTION HAVING BEEN EXERCISED BY HIM OR THEM, MAY, BY AN INSTRUMENT IN WRITING, AT ANY TIME, WHETHER BEFORE OR AFTER THE INSTITUTION OF FORECLOSURE PROCEEDINGS, AND