

2.02 RECEIVER. In case any bill or petition is filed in an action brought to foreclose this mortgage, the court may on motion of the Lender without respect to the condition or value of the property herein described, appoint a Receiver to take immediate possession of the Mortgaged Property, to maintain and lease the same, and to collect the rents and profits arising therefrom during the pendency of such foreclosure and apply such rents and profits to the payment and satisfaction of the amount due under this mortgage, first deducting all proper charges and expenses attending the execution of said trust.

2.03 SUITS TO PROTECT THE MORTGAGED PROPERTY. The Lender shall have power (a) to institute and maintain such suits and proceedings as it may deem expedient to prevent any impairment of the Mortgaged Property by any acts which may be unlawful or any violation of the mortgage, (b) to preserve or protect its interest in the Mortgaged Property and in the income, revenue, rents and profits arising therefrom, and (c) to restrain the enforcement of or compliance with any legislation or other governmental enactment, rule or order that may be unconstitutional or otherwise invalid, if the enforcement of or compliance with such enactment, rule, or order would impair the security hereunder or be prejudicial to the interest of the Lender.

2.04 LEASES. The Lender, at the Lender's option, is authorized to foreclose this mortgage subject to the rights of any tenants of the Mortgaged Property, and the failure to make any such tenants parties defendants to any such foreclosure proceeding and to foreclose their rights will not be, nor be asserted to be by the Borrower, a defense to any proceedings instituted by the Lender to collect the sums secured hereby.

2.05 NO WAIVER. No waiver by the Lender of any covenant herein of the obligation secured hereby shall at any time thereafter be held to be a waiver of the terms hereof or of the note secured hereby.

2.06 DISCONTINUANCE OF PROCEEDINGS -- POSITION OF PARTIES RESTORED. In case the Lender shall have proceeded to enforce