

24. Foreclosure. If an Event of Default shall have occurred and be continuing, the Mortgagee may at any time, at its election, proceed at law or in equity or otherwise to foreclose the lien of this Mortgage as against all or any part of the Mortgaged Property, by strict foreclosure or foreclosure by sale or by other procedure available at law or in equity or otherwise or in part by any such procedure, and to have the same sold under the judgment or decree of a court of competent jurisdiction or an officer of such a court.

25. Appointment of Receiver. If an Event of Default shall have occurred and be continuing, the Mortgagee shall, as a matter of right, to the extent permitted by applicable law, be entitled to the appointment of a receiver for all or any part of the Mortgaged Property, whether such receivership be incidental to a proposed sale of the Mortgaged Property or otherwise, and the Company hereby consents to the appointment of such a receiver and will not oppose any such appointment.

26. Power of Sale. If the entire unpaid principal amount of and the premium, if any, and interest on the Notes at the time outstanding shall have become due and payable (whether at maturity or on a date fixed for any installment payment or any prepayment or by declaration or otherwise) and shall not have been paid, the Mortgagee may, and at the request of any Beneficiary or any holder or holders of a majority in principal amount of the Notes at the time outstanding will, sell, assign, transfer and deliver the whole or, from time to time, any part of the Mortgaged Property, or any interest in any part thereof, at any private sale or at public auction, with or without demand, ad-

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vertisement or notice of the time or place of sale or adjournment thereof or otherwise, for cash, on credit or for other property, for immediate or future delivery, and for such price or prices and on such terms as the Mortgagee may determine, all subject to and in accordance with the requirements of applicable law at the time in effect.

27. Mortgagee Authorized to Execute Deeds, etc. The Company irrevocably appoints the Mortgagee its true and lawful attorney, in its name and stead and on its behalf, for the purpose of effectuating any sale, assignment, transfer or delivery for the enforcement of this Mortgage, whether pursuant to foreclosure or power of sale or otherwise, or pursuant to the Lease, to execute and deliver all such certificates, deeds, bills of sale, assignments and other instruments as the Mortgagee may