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Lender. Upon the occurrence and during the continuation of an Event of Default, the Issuer or the Lender may exercise any of the rights and powers hereinafter set forth in this section (in addition to the powers granted to it in Section 9.02 of this Agreement):

- (a) The Issuer or the Lender may exercise any of the rights of a secured party under the Uniform Commercial Code of the State, as then in effect, with respect to such part of the Mortgaged Property as is covered by such Code.
- (b) The Issuer or the Lender, as a matter of right, without notice and without giving bond to the Corporation or anyone claiming under it, may have appointed, and shall be entitled to the appointment of, a receiver in equity with power to charge and collect rents and to apply the revenues from the Mortgaged Property in accordance with the provisions of this Agreement and such other powers as the court making the appointment may confer.
- (c) The Issuer or the Lender, with or without entry, may foreclose the lien on the Mortgaged Property created and vested by this Agreement and sell the Mortgaged Property, either by proceedings in equity or at public auction at such place or places as may be required by law, having first given notice of such sale by publication or otherwise as may be required by law, and upon such sale may make and deliver to the purchaser a good and sufficient deed or deeds or bill or bills of sale or assignment or assignments for the same. Issuer or the Lender may become the purchaser at any forclosure sale if the highest bidder. The Corporation, for it and for all who may claim through or under it, if and to the extent permitted by law, hereby expressly waives and releases all rights to have the Mortgaged Property marshalled upon any foreclosure sale, and the Issuer or the Lender or any court in which the foreclosure of this Agreement is sought shall have the right to sell the Mortgaged Property as an entirety and in a single parcel or several parcels or lots in the discretion of the Issuer or the Lender. The Corporation covenants that, if and to the extent permitted by law, It will not at any time insist upon or plead, claim or take any benefit or advantage of any stay or extension law or any laws providing for the valuation or appraisal of the Mortgaged Property prior to any sale or sales thereof are after any such sale or sales claim or exercise any right to redeem the property so sold, and the Corporation, to the extent permitted by law, hereby