

SECOND: If Mortgagor shall fail duly and punctually to pay the principal of or interest on said indebtedness as the same becomes due and payable, or if Mortgagor shall fail duly and punctually to perform all things on its part to be done and performed under the Agreement or this Mortgage within the time permitted for such performance, or if the interest of Mortgagee in the mortgaged property becomes endangered by reason of the enforcement of any prior lien or encumbrance thereon, then, and in any such event, the whole of said indebtedness hereby secured shall, upon written notice by Mortgagee to Mortgagor, at once become immediately due and payable and this Mortgage subject to foreclosure; and Mortgagee shall have the right to (i) take possession of the mortgaged real property or any part thereof, and with or without first taking possession, after giving such notice as may be required by the applicable law as to the particular items of mortgaged property in question, sell the same in lots, or parcels, or en masse, as Mortgagee may deem best, at such location as Mortgagee shall select, proper in accordance with any applicable law, at public outcry to the highest bidder for cash, and/or (ii) take possession of the mortgaged personal property or any part thereof, and for that purpose pursue the mortgaged personal property wherever it may be found and may enter any of the premises of the Mortgagor with or without force or process of law, wherever the mortgaged personal property or any part thereof may be or may be supposed to be, and search for such personal property and take possession of, remove, keep and store such personal property until sold, and after giving notice as required by any applicable law, sell and dispose of such personal property or any part thereof; as a whole or in parcels, either publicly or privately, as Mortgagee deems best, at the place where such personal property is recovered or at any other place specified by Mortgagee in the notice of sale, for cash or on credit, as Mortgagee may deem best. The proceeds of any such sale or sales of the mortgaged property shall be applied as follows:

First, to the payment of all expenses of foreclosure, including but not limited to the payment of reasonable attorney's fee; second, to the payment and complete satisfaction of any and all mortgages, liens and other encumbrances,