

Fourth: To the payment of the surplus, if any, to whosoever may be lawfully entitled to receive the same.

21. Mortgagee's Right to Purchase. Upon any sale of the Premises made pursuant to the provisions hereof, following a default on the part of the Mortgagor, whether made under the power of sale herein granted or under or by virtue of judicial proceedings or of a judgment or decree of foreclosure and sale, the Mortgagee may bid for and acquire the Premises or any part thereof and in lieu of paying cash therefor may make settlement for the purchase price by crediting upon the indebtedness of the Mortgagor secured by this Mortgage the net sales price after deducting therefrom the expenses of the sale and the costs of the action and any other sums which the Mortgagee is authorized to deduct under this Mortgage.

22. Mortgagee's Right to Exercise Remedies. No remedy conferred upon or reserved to the Mortgagee herein or in the Building Loan Agreement or in any other agreement is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative, and shall be in addition to every other remedy given hereunder and thereunder or now or hereafter existing at law or in equity or by statute. No delay or omission of the Mortgagee to exercise any right or power accruing upon any default shall impair