

reasonable counsel fees, costs and agent's compensation) incurred pursuant to the powers herein contained and any similar expenses incurred by the Mortgagee in the defense of its rights under the Note or this instrument or in the collection of any sums due from the Mortgagor, whether by judicial proceedings or otherwise shall be paid by the Mortgagor and until paid shall bear interest at the rate specified in the Note and, together with such interest, be secured hereby. Mortgagee shall (after payment of all costs and expenses incurred) apply such rents, issues and profits received by it on the indebtedness secured hereby in such order as Mortgagee determines. The rights hereby granted shall be cumulative to any other right or remedy hereunder or afforded by law, and may be exercised concurrently therewith or independently thereof. Mortgagee shall be liable to account only for rents, issues and profits actually received by Mortgagee. In case Mortgagee shall have proceeded to enforce any right under the Note or this instrument and such proceeding shall have been abandoned for any reason then in such case Mortgagor and Mortgagee shall be restored to their former position and rights, remedies and powers shall continue as if no proceedings had been taken.

15. In the event of any sale of all or any part of the premises under the provisions hereof, Mortgagor shall forthwith surrender possession thereof to the purchaser. Upon failure to do so Mortgagor shall thereupon be a tenant at sufferance of such purchaser, and upon its failure to surrender possession of the premises upon demand, such purchaser, his heirs or assigns, shall be entitled to institute and maintain an appropriate action for possession of the premises.