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2.05 Power of Sale. When the indebtedness secured hereby shall become due, whether by acceleration or otherwise, the Lender, at its option, may sell the premises or any part of the premises at public sale or sales before the door of the courthouse of the County in which the premises or any part of the premises is situated, to the highest bidder for cash, in order to pay the indebtedness secured hereby and accrued interest thereon and insurance premiums, liens, assessments, taxes and charges, including utility charges, if any, with accrued interest thereon, and all expenses of the sale and of all proceedings in connection therewith, including reasonable attorney's fees, if incurred, after advertising the time, place and terms of sale once a week for four (4) weeks immediately preceding such sale (but without regard to the number of days) in a newspaper in which Sheriff's sales are advertised in said County. The Lender may bid and purchase at such sale.

2.06 Authority to Convey. At any such public sale, the Lender may execute and deliver to the purchaser a conveyance of the premises or any part of the premises in fee simple with full warranties of title and to this end, the Borrower hereby constitutes and appoints the Lender the agent and attorney in fact of the Borrower to make such sale and conveyance, and thereby to divest the borrower of all right, title and equity that the Borrower may have in and to the premises and to vest the same in the purchaser or purchasers at such sale or sales, and all the acts and doings of said agent and attorney in fact are hereby ratified and confirmed and any recitals in said conveyance or conveyances as to facts essential to a valid sale shall be binding on the Borrower. The aforesaid power of sale and agency hereby granted are coupled with an interest and are irrevocable by death or otherwise, are granted as cumulative of the other remedies provided by law for collection of the indebtedness secured hereby and shall not be exhausted by one exercise thereof but may be exercised until full payment of all sums secured hereby.

2.07 Application of the Proceeds of Sale. Upon any such public sale pursuant to the aforementioned power of sale and agency, the proceeds of said sale shall be applied first to payment of the indebtedness secured hereby and accrued interest thereon, then to said insurance premiums, liens, assessments, taxes and charges, including utility charges with accrued interest thereon, and then to the expense of such sale and of all proceedings in connection therewith, including reasonable attorney's fees, and finally, the remainder, if any, shall be paid to the Borrower.

2.08 Borrower as Tenant Holding Over. In the event of any such public sale pursuant to the aforesaid power of sale and agency, the Borrower shall be deemed a tenant holding over and shall forthwith deliver possession to the purchaser or purchasers at such sale or be summarily dispossessed according to provisions of law applicable to tenants holding over.

2.09 Discontinuance of Proceedings and Restoration of the Parties. In case the Lender shall have proceeded to enforce any right or remedy under this indenture by receiver, entry or otherwise, and such proceedings shall have been discontinued or abandoned for any reason or shall have been determined adversely to the Lender, then and in every such case the Borrower and the Lender shall be restored to their former positions and rights hereunder, and all rights, powers and remedies of the Lender shall continue as if no such proceeding had been taken.

2.10 Remedies Cumulative. No right, power or remedy conferred upon or reserved by the Lender by this indenture is intended to be exclusive of any other right, power or remedy, but each and every such right, power and remedy shall be cumulative and concurrent and shall be in addition to any other right, power and remedy given hereunder or now or hereafter existing at law or in equity or by statute. So far as lawfully possible, the Borrower waives every statute of limitation applicable at any time to any action or proceeding to enforce any obligation hereby secured, or to prevent or redress any breach thereof.

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