

Note, or any other document executed pursuant to the Agreement or upon the occurrence of an event of default under a mortgage or encumbrance superior to this mortgage, then in all or any of said events and at any time thereafter, the full principal sum, advances and interest thereon, due under the Note and Agreement, at the option of Mortgagee as hereinabove provided, shall become immediately due and payable without further notice, and the Mortgagee shall have the power to sell said property according to law, and this Mortgage may be foreclosed, and the Mortgagee shall be entitled to the immediate appointment of a receiver without notice for the collection of rents of said premises during the pendency of such foreclosure and the rents and profits of the premises are hereby assigned to the Mortgagee as security for the payment of such indebtedness. Mortgagee shall have the right, in accordance with applicable law, to advertise and sell the property herein described at public sale, to the highest bidder for cash, after first giving such notice of hearing as to commencement of foreclosure proceedings and obtaining such findings or leave of Court as then may be required by applicable law, and thereafter giving such notice and advertising of the time and place of such sale in such manner as then may be required by applicable law; and upon such sale and any resales in accordance with the law then relating to foreclosure proceedings, and upon collection of the purchase money arising therefrom, to make and deliver to the purchaser or purchasers, their heirs, successors or assigns, a proper deed or deeds therefor, and to pay from the proceeds arising from such sale:

First, all costs and expenses incident to said sale, including compensation for the services of any trustee, commissioner or other party employed under applicable law to sell said property, together with reasonable attorneys' fees for legal services actually performed;

Second, all taxes or assessments then constituting a lien against said premises other than those advertised and sold subject to;

Third, the unpaid principal, interest and such sums advanced by beneficiary as herein provided; and,

Fourth, the balance to Mortgagor or such other person entitled thereto, or to the Clerk of Court of the County in which said foreclosure proceedings were instituted, or as then may be authorized or directed by applicable law.

In addition to the other rights and remedies which the Mortgagee may have by virtue of the provisions hereof or by law,