

conclusive proof of the truthfulness thereof. Any person, including, without limitation, Mortgagor or Mortgagee, may purchase at such sale.

In the event of sale Mortgagee shall receive the proceeds thereof and shall pay therefrom: first, the costs and expenses of enforcing this Mortgage including compensation for its services and a reasonable attorney's fee, if one be employed; second, all advances made by Mortgagee under the terms of this Mortgage, together with interest thereon from the date of such advance at the Default Rate; third, the interest accrued on the Loans; fourth, all other sums (other than the principal of the Loans) secured hereby; fifth, the unpaid principal of the Loans; sixth, the established claims of any subsequent lien holders; and seventh, the balance if any, to Mortgagor, its assigns or to their legal representatives.

The provisions heretofore contained in this Mortgage shall not be construed to preclude Mortgagee, in the event of any occurrence of an Event of Default hereunder, from enforcing any appropriate remedy or from proceeding, by suit to foreclose or by suits at law or in equity, as Mortgagee may elect to enforce payment of all sums secured hereby.

ARTICLE III

MISCELLANEOUS

1. A waiver, in one or more instances, of any of the terms and provisions of this Mortgage or of the Note shall apply to the particular instance or instances, at the particular time or times only, and shall not be deemed a continuing waiver, but all the terms, covenants and agreements of this Mortgage and the Note shall survive and continue to remain in full force and effect.

2. No remedy herein conferred upon or reserved to Mortgagee is intended to be exclusive of any other remedy herein or by law provided or permitted but shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity.

3. Subject to such chattel mortgages, security agreements or other liens on title as may exist thereon with the consent of Mortgagee, any and all Project Personal Property which upon any surrender to Mortgagee on account of this Mortgage of the Mortgaged Premises are owned by Mortgagor and are used in connection with the operation of the Mortgaged Premises shall be deemed at the option of Mortgagee to have become on such date a part of the Mortgaged Premises and abandoned to Mortgagee in their then condition.

4. It is mutually agreed that all notices, requests, demands or other communications to or upon the respective parties hereto shall be deemed to have been given or made when deposited in the mails, postage prepaid, or, in the case of telex, telegraphic or cable notice, when delivered to the telex, telegraphic or cable company, or in