

payment of any amounts that may have been expended or that may then be necessary to expend, in paying insurance, taxes, assessments, or other encumbrances, with interest thereon as provided herein; Third, to the payment of the above described notes and any other Secured Obligations, whether the same shall or shall not have fully matured on the date of said sale, but no interest shall be collected on amounts so paid beyond the day of sale; and Fourth, the balance, if any, to be turned over to the Grantor. Grantor further agrees that the Beneficiary, its agents or attorneys may bid at said sale and purchase the Alabama Properties being foreclosed upon, if the highest bidder therefor, and the auctioneer or person making the sale is hereby empowered and directed to make and execute a deed to the purchaser in the name of the Grantor; and Grantor further agrees to pay a reasonable attorney's fee, based on the work performed and reasonably necessary services rendered, to the Beneficiary or its assigns, for the foreclosure of this Deed of Trust in a court having jurisdiction thereof. Should the same be foreclosed, said fee shall be a part of the Secured Obligations hereby secured. Should the Secured Obligations be performed and paid in full, this Deed of Trust shall be null and void as to the Alabama Properties and shall be released in full as to such properties, otherwise this Deed of Trust shall, as to the Alabama Properties, continue in full force and effect.

7.3 As to the Mortgaged Properties located in Georgia (in this Section 7.3 called the "Georgia Properties"), this Deed of Trust is intended as a deed to secure debt. Upon failure to perform or to pay the Secured Obligations, or any part thereof, when the same shall become due, in whatever way the maturity thereof may be brought about, thereupon, or at any time thereafter while any part of the Secured Obligations remain undischarged, the Beneficiary shall have the right and power to enforce this deed to secure debt and to sell and dispose of the Georgia Properties, at public auction, on the first Tuesday of the month between the hours of ten o'clock a.m. and four o'clock p.m. Eastern Standard Time, at the usual place for conducting sales at the courthouse in the county where the Georgia Properties being foreclosed upon, or any part thereof, may be located, to the highest bidder for cash, after first advertising the time, terms and place of such sale by publishing a notice thereof once a week for four (4) consecutive weeks immediately preceding such sale in a newspaper in which sheriff's advertisements are published in said county; and Beneficiary may thereupon execute and deliver to the purchaser at said sale, a sufficient conveyance of the Georgia Properties in fee simple, which conveyance may contain recitals as to the happening of the default upon which the execution of the power of sale, herein granted, depends, and said recital shall be presumptive evidence that all preliminary action prerequisite to such sale and deed were in all things duly complied with; and Beneficiary, its agents, representatives, successors or assigns, may bid and purchase at such sale; and the Grantor hereby constitutes and appoints Beneficiary, its successors, assigns or agents as attorney in fact to make such recitals, sale and conveyance and all of the acts of such attorney in fact are hereby ratified and Grantor agrees that such recitals shall be binding and conclusive upon the Grantor and that the conveyance to be made by the Beneficiary (and in the event of a deed in lieu of foreclosure, then as to such conveyance) shall be effectual to bar all right, title and interest, equity of redemption, including all statutory redemption, homestead, dower, curtesy and other exceptions of the Grantor, or its successors in interest, in and to the Georgia Properties.