

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, the Mortgagee shall have the right at any time after any such default to enter upon and take possession of said premises and as a mortgagee-in-possession to let the said premises, and receive all of the rents, issues and profits thereof, which are overdue, due or to become due, and to apply the same, after payment of all necessary charges and expenses on account of the indebtedness hereby secured; and the said rents and profits are hereby assigned to the Mortgagee as security for the payment of such indebtedness. The Mortgagor for itself and any subsequent owner of the said premises, hereby agrees to pay the Mortgagee in advance a reasonable rent for the premises occupied by it, and in default of so doing hereby agrees that it may be dispossessed by the usual legal proceedings, and further agrees that any tenant defaulting in the payment to the Mortgagee of any rent may be likewise dispossessed. This covenant shall become effective and may be enforced either without or with any action brought to foreclose this Mortgage and without applying at any time for a receiver of such rents or of the mortgaged premises.

Such expenses and fees as may be incurred by Mortgagee in the protection of said premises and the maintenance of the lien of this instrument, including the fees of any attorney employed by the Mortgagee in any litigation or proceeding affecting said premises, shall be paid by the Mortgagor and secured by this instrument. It is further agreed that in case the debt secured by this Mortgage or any part thereof is collected by suit or action, or this Mortgage be foreclosed, or put into the