

agreements specified in the Agreement or in any other document or instrument given as security for same, then, in all or any of said events and at any time thereafter, Mortgagee shall have the power to sell the premises according to law, and this mortgage may be foreclosed, and Mortgagee shall be entitled to the immediate appointment of a receiver for the collection of the rents and profits of the premises during the pendency of such foreclosure and the rents and profits of the premises hereby are assigned to Mortgagee as security for payment of the indebtedness secured hereby. Mortgagee shall have the right, in accordance with applicable law, to advertise and sell the premises 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 receiver appointed as above provided and any trustee, commissioner or other party employed under applicable law to sell the premises, together with reasonable attorney fees (up to 15% of the principal unpaid when such expense was incurred) for legal services actually performed;

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

Third, the unpaid indebtedness set forth above, interest thereon, Additional Interest, if any, as above provided, and such sums advanced by Mortgagee 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 Mortgagee may have by virtue of the provisions hereof or by law, Mortgagee shall have the right at any time after any such default to enter upon and take possession of the premises and as a mortgagee-in-possession to let the premises and receive all of