

is required by law in a particular instance, such notice shall be deemed commercially reasonable if given in the manner required by law at least 10 days prior to the intended disposition. Mortgagee's duty of care with respect to such personal property in its possession (as imposed by law) shall be deemed fulfilled if Mortgagee exercises reasonable care in physically safekeeping such personal property or in the case of such personal property in the custody of a bailee or other third person, exercises reasonable care in the selection of the bailee or other third person, and Mortgagee need not otherwise preserve, protect or care for such personal property.

AND IT IS FURTHER AGREED, by and between the parties that should legal proceedings be instituted for the foreclosure of this Mortgage or for any purpose involving this Mortgage, or should the debt hereby secured be placed in the hands of an attorney at law for collection by suit or otherwise, that all reasonable costs and expenses incurred by the Mortgagee, including a reasonable counsel fee, shall thereupon become due and payable as a part of the debt secured hereby, and may be recovered and collected hereunder.

PROVIDED ALWAYS, NEVERTHELESS, and it is the true intent and meaning of the parties to these Presents, that if the Industry shall well and truly pay, or cause to be paid unto the said Mortgagee, its successors or assigns, the said debt