

the same, including, without limitation: (i) trustees' and receivers' fees; (ii) court costs; (iii) attorneys' and accountants' fees; (iv) costs of advertisement; and (v) the payment of any and all Impositions, liens, security interests or other rights, titles or interests equal or superior to the lien and security interest of this Mortgage (except those to which the Mortgaged Property has been sold subject to and without in any way implying Mortgagee's prior consent to the creation thereof);

7.8.2 Second, to the payment of all amounts, other than the Principal Balance and accrued but unpaid interest which may be due to Mortgagee under the Security Documents, together with interest thereon as provided therein;

7.8.3 Third, to the payment of all accrued but unpaid interest due on the Note;

7.8.4 Fourth, to the payment of the Principal Balance;

7.8.5 Fifth, to the extent funds are available therefor out of the sale proceeds or the Rents and, to the extent known by Mortgagee and permitted by law, to the payment of any indebtedness or obligation secured by a subordinate lien of record on or security interest in the Mortgaged Property; and

7.8.6 Sixth, to Mortgagor.

7.9 Acceleration Following Certain Events: Notwithstanding anything to the contrary herein contained in or inferable from any provision hereof, upon the occurrence of an Event of Default as defined in Paragraph 6 hereinabove, the Principal Balance, unpaid accrued interest and any other accrued but unpaid portion of the Indebtedness shall immediately become due and payable in full without the necessity of further action on the part of Mortgagee, and Mortgagor hereby expressly waives any requirement of notice of such acceleration of maturity of the Indebtedness.

8. Condemnation.

8.1 General: Immediately upon its obtaining knowledge of the institution or the threatened institution of any proceeding for the condemnation of the Mortgaged Property, Mortgagor shall notify Mortgagee of such fact. Mortgagor

0.70

4328-NV-2