

under or by virtue of this Mortgage, to the extent not prohibited by law, shall operate to divest all the estate, right, title, interest, property, claim and demand whatsoever, whether at law or in equity, of the Mortgagor in, to and under the Property, or any portions thereof so sold, and shall be perpetual bar both at law and in equity against the Mortgagor, its successors and assigns, and against any and all persons claiming or who may claim the same, or any part thereof, by, through or under the Mortgagor or its successors or assigns. The powers and agency herein granted are coupled with an interest and are irrevocable.

18. The proceeds of any sale made either under the power of sale hereby given or under a judgment, order or decree made in any action to foreclose or to enforce this Mortgage shall be applied:

(a) first to the payment of all costs and expenses of such sale, including reasonable attorneys' fees;

(b) then to the payment of all charges, expenses and advances incurred or made by the Mortgagee in order to protect the lien of this Mortgage or the security afforded thereby;

(c) then to the payment of accrued interest on the Note; and

(d) then to the payment of the unpaid principal of the Note;

and any surplus remaining shall be paid to the Mortgagor or to whosoever may be lawfully entitled to receive the same.

19. The Mortgagee shall have the right from time to time to sue for any sums required to be paid by the Mortgagor under the terms of this Mortgage as the same become due, without regard to whether or not the indebtedness secured hereby shall be, or have become, due and without prejudice to the right of the Mortgagee thereafter to bring any action or proceeding of foreclosure or any other action upon the occurrence of any Default existing at the time such earlier action was commenced.

20. The Mortgagor hereby waives, to the full extent permitted by law, (a) any and all rights and equities of redemption from sale under the power of sale created under this Mortgage or from sale under any order or decree of foreclosure of this Mortgage and all notice or notices