

any other dispute or litigation affecting said debt or lien, including reasonably estimated amounts to conclude the transaction, shall be added to and be a part of the indebtedness hereby secured. All such amounts shall be payable by the Mortgagor to the Mortgagee without formal demand, and if not paid, shall be included as a part of the Mortgage debt and shall include interest at the rate provided for in the Note.

20. Application of Proceeds of Sale. The purchase money, proceeds or avails of any sale of the Premises made pursuant to the provisions hereof, following a default on the part of the Mortgagor, whether made under the power of sale herein granted or under or by virtue of judicial proceedings or of a judgment or decree of foreclosure and sale, shall be applied as follows:

First: To the payment of the costs and expenses of such sale, including reasonable compensation to the Mortgagee, its agents and counsel, and of any judicial proceedings wherein the same may be made, and of all expenses, liabilities and advances made or incurred by the Mortgagee under this Mortgage, together with interest at the rate provided for in the Note on all advances made by the Mortgagee and all taxes or assessments or other charges subject to which the Premises shall have been sold.

Second: . To the payment of the whole amount then due, owing or unpaid upon the Note for principal and interest.

Third: To the payment of any other sums required to be paid by the Mortgagor pursuant to any provision of this Mortgage or of the Note or of the Building Loan Agreement.