

7.5 As to the Mortgaged Properties located in New Jersey (in this Section 7.5 called the "New Jersey Properties"), this Deed of Trust is intended as a mortgage. Accordingly, foreclosure of this Deed of Trust shall be effected by action brought by either the Trustee or the Beneficiary in Superior Court. After instituting said action, either the Trustee or the Beneficiary shall effect constructive notice of the pendency of said action by filing a notice of lis pendens with the clerk or register of the county where the New Jersey Properties being foreclosed upon are located. Sale shall be made by the sheriff or other officer of said county by writ of execution, following notice being posted in said sheriff's office and at the New Jersey Properties being foreclosed upon, at least three (3) weeks before sale and being published once a week for four (4) consecutive weeks in two (2) newspapers printed and published in said county, one of which is at the county seat or municipality having the largest population; if there are not two (2) such newspapers, newspapers not published or printed but of general circulation in said county may be utilized. At least ten (10) days prior to the date set for sale, a notice of sale of real property shall be mailed by registered or certified mail, return receipt requested, by the party who has procured the execution or order for sale (i.e., the Trustee or the Beneficiary), to every party who has appeared in the action or served a pleading and to the owner of record of the property as of the date of the action, whether or not the owner of record appeared in the action. The sheriff shall deliver a deed to the purchaser at said sale unless objection to the sale is made within ten (10) days thereafter or before delivery of said deed. Any attorney's fees must be reasonable in amount and based on work performed and reasonably necessary services rendered. In the event the action herein described is brought by the Trustee, the Trustee shall be entitled to collect a commission of ten percent (10%) of the proceeds of any sale held pursuant to this Section 7.6, which commission shall be payable out of any such proceeds. Upon performance and payment of the Secured Obligations in full, the Grantor shall be entitled to a satisfaction and cancellation of this Deed of Trust as to the New Jersey Properties.

7.6 As to Mortgaged Properties located in New York (in this Section 7.6 called the "New York Properties"), this Deed of Trust is intended as a mortgage and the Agent shall have the power and right to conduct a foreclosure sale at auction of the New York Properties pursuant to the terms and methods described by statute in the State of New York at which sale the Beneficiary may purchase the New York Properties, if Beneficiary is the prevailing bidder. Any attorney's fees or Agent's commissions must be reasonable in amount and based on work performed and reasonably necessary services rendered. Upon performance and payment of the Secured Obligations in full, the Grantor shall be entitled to a satisfaction and cancellation of this Deed of Trust as to the New York Properties.

7.7 As to the Mortgaged Properties located in North Carolina (in this Section 7.7 called the "North Carolina Properties"), this Deed of Trust is intended as a deed of trust so that in the event the Secured Obligations are performed and paid in full when the same shall become due, then this Deed of Trust shall become null and void as to the North Carolina Properties and shall be released, otherwise this Deed of Trust shall, as to the North Carolina Properties, continue in full force and effect. After the occurrence of an Event of Default, it shall be the duty of the Trustee, upon the request of the