

20. When the indebtedness secured hereby or any part thereof shall become due, whether by acceleration or otherwise, and shall not be paid within the time herein permitted, Mortgagee shall have the right to foreclose the lien hereof for such indebtedness or part thereof, and to the extent permitted herein and by applicable law to sell the premises by sale independent of the foreclosure proceedings. In any suit to foreclose the lien hereof, and in any sale of the premises, there shall be allowed and included as additional indebtedness payable by Mortgagor to Mortgagee all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for attorneys' fees, appraisers' fees, expenditures for documentary and expert evidence, stenographer's charges, publication and advertising costs, and costs (which may be estimated as to items to be expended after the entrance of any decree) of procuring all such abstracts of title, title searches and examinations, title insurance policies, Torrens certificates and similar data and assurances with respect to title as Mortgagee deems reasonably necessary either to prosecute such suit or to consummate such sale or to evidence to bidders at any sale the true condition of the title to or the value of the premises.

21. The proceeds of any foreclosure sale, or other sale of the premises in accordance with the terms hereof or as permitted by law, shall be distributed and applied in the following order of priority: First, to the payment of all costs and expenses incident to the foreclosure and/or sale proceedings, including all items as are mentioned in any preceding or succeeding paragraph hereof; second, to the payment of all other items which under the terms hereof constitute secured indebtedness in addition to that evidenced by the Note, with interest thereon as herein provided; third, to the payment of all principal and accrued interest remaining unpaid on the Note; fourth, any overplus to the Mortgagor, its successors or assigns, as their rights may appear.

22. Should the holder hereof at any time commence proceedings to foreclose this mortgage, the court in which such proceedings are pending may appoint a receiver of the premises, and such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of Mortgagor at the time of application of such receiver and without regard to the then value of the premises and the Mortgagee hereunder or any holder of the note may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of the premises during the pendency of such foreclosure proceedings and, in case of a sale, during the full statutory period of any redemption period as well as during any further times when Mortgagor, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits; and such receiver shall have all other powers which shall be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of said period. The court from time to time may authorize the receiver to apply the net income in his hands in payment in full or in part of: (a) the indebtedness secured hereby or provided by any decree foreclosing this mortgage, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (b) the deficiency in case of a sale and deficiency.

23. All rights and remedies granted to Mortgagee herein shall be in addition to and not in lieu of any rights and remedies provided to mortgagees by law and statute, and the invalidity of any right or remedy herein provided by reason of its conflict with applicable law or statute shall not affect any other valid right or remedy afforded to Mortgagee by any provision hereof or by applicable law.