

otherwise invalid, if the enforcement of or compliance with such enactment, rule, or order might impair the security hereunder or be prejudicial to Mortgagee's interest.

2.10 Proofs of Claim. In the case of any receivership, insolvency, bankruptcy, reorganization, arrangement, adjustment, composition, or other judicial proceeding affecting Mortgagor, any person or entity guaranteeing or endorsing any of Mortgagor's obligations, its creditors or its property, Mortgagee, to the extent permitted by law, shall be entitled to file such proofs of claim and other documents as may be necessary or advisable in order to have its claims allowed in such proceedings for the entire amount due and payable by Mortgagor under the Contract, this Mortgage, and any other instrument securing the Contract, at the date of the institution of such proceedings and for any additional amounts which may become due and payable by Mortgagor after such date.

2.11 Mortgagor to Pay the Contract on Any Default in Payment; Application of Monies by Mortgagee.

(a) Upon an acceleration of maturity pursuant to paragraph 2.02, Mortgagor will pay to Mortgagee the whole amount due and payable under the Contract and all other sums secured hereby; and if Mortgagor shall fail to pay the same forthwith upon such demand, Mortgagee shall be entitled to sue for and to recover judgment for the whole amount so due and unpaid together with costs and expenses including the reasonable compensation, expenses, and disbursements of Mortgagee's agents and attorneys incurred in connection with such suit and any appeal in connection therewith. Mortgagee shall be entitled to sue and recover judgment as aforesaid either before, after, or during the pendency of any proceeding for the enforcement of this Mortgage, and the right of Mortgagee to recover such judgment shall not be affected by any taking, possession, or foreclosure sale hereunder, or by the exercise of any other right, power, or remedy for the enforcement of the terms of this Mortgage, or the foreclosure of the lien hereof.

(b) In case of a foreclosure sale of all or any part of the Mortgaged Property and of the application of the proceeds of sale to the payment of the sums secured hereby, Mortgagee shall be entitled to enforce payment of and to receive all amounts then remaining due and unpaid and to recover judgment for any portion thereof remaining unpaid, with interest at the lesser of the Default Rate (as hereinafter defined) or the maximum legal rate, until paid in full.