

The Beneficiary shall collect the proceeds of such sale, reserving therefrom all unpaid Secured Obligations with interest then due thereon, and all amounts together with all costs and charges for advertising, reasonable commissions based on the work performed and reasonably necessary services rendered for selling the Mortgaged Properties, and a reasonable sum, based on the work performed and reasonably necessary services rendered as attorney's fees, and pay over any surplus to the Grantor (in the event of deficiency, the Grantor shall immediately, upon demand from the Beneficiary, pay over to the Beneficiary or its nominee, such deficiency); and the Grantor agrees that possession of the Georgia Properties by the Grantor during the existence of the Secured Obligations or any person claiming under the Grantor, shall be that of tenant under the Beneficiary, and, in case of a sale, as herein provided, the Grantor, or any person in possession under the Grantor, shall then become and be tenants holding over, and shall forthwith deliver possession to the purchaser at such sale, or be summarily dispossessed in accordance with the provisions of law applicable to tenants holding over; the power and agency hereby granted are coupled with an interest and are irrevocable by death or otherwise and are in addition to any and all remedies which the Agent or the Beneficiary may have at law or in equity.

In case of any sale under this Deed of Trust by virtue of the exercise of the power herein granted, or pursuant to any order in any judicial proceedings or otherwise, the Georgia Properties or any part thereof may be sold in one parcel or as an entirety, or in such parcels, manner or order as the Beneficiary in its sole discretion may elect, in one or more exercises of the powers herein granted and shall not, with respect to the Georgia Properties, extinguish or exhaust the power unless the entire Georgia Properties are sold or the Secured Obligations are paid in full. Upon performance and payment of the Secured Obligations in full, the Grantor shall be entitled to a surrender and cancellation of this Deed of Trust as to the Georgia Properties.

7.4 As to the Mortgaged Properties located in Maryland (in this Section 7.4 called the "Maryland Properties"), the Grantor hereby assents to the passage of a decree for the sale of the Maryland Properties, such sale to take place only after the occurrence of an Event of Default, and hereby authorizes the Trustee, his personal representatives or assigns or any duly authorized attorney or agent of the Beneficiary after the occurrence of an Event of Default, to sell the Maryland Properties. Any such sale, whether under the above assent to a decree or under the above power of sale, shall be under the provisions of the Real Property Article of the Public General Laws of Maryland and under Subtitle W of the Maryland Rules of Procedure or under any other General or Local Law of the State of Maryland relating to mortgages, or any supplement amendment or addition thereto.

Upon any such sale of the Maryland Properties, the proceeds shall be applied as follows: (1) to repayment of all expenses incident to such sale, including a reasonable commission to the Trustee based on the work performed and reasonably necessary services rendered; (2) to the payment of all claims of the Beneficiary and executors, administrators or assigns, whether the same shall have matured or not; (3) and the surplus (if any) to the Grantor, its successors or assigns, or to whomever may be entitled to same.