

all expenses, including reasonable attorney's fees, incident to the exercise of said power of sale with respect to the foreclosure of the lien evidenced hereby, with interest thereon at twenty percent (20%) per annum, rendering the overplus, if any, unto the said First Party, its successors, legal representatives or assigns; which sale or sales and said deed or deeds so made shall be a perpetual bar, both in law and equity, against the said First Party, its successors and assigns, and all other persons claiming the property aforesaid, or any part thereof; by, from, through or under said First Party. The holder or holders of said Note or notes may purchase said property or any part thereof; and it shall not be obligatory upon the purchaser or purchasers at any such sale to see to the application of the purchase money. If a release deed be required, the First Party, its successors or assigns, hereby agrees to pay all the expenses thereof. In addition, the Beneficiary and/or Party of the Second Part may take advantage of and seek foreclosure of the lien hereby created in accordance with applicable law and/or seek the appointment by a court of competent jurisdiction of a receiver, all of which is hereby expressly consented to by First Party. All reasonable attorneys' fees and all costs and expenses incurred by Beneficiary and/or Party of the Second Part with respect to the preservation, repair, maintenance, sale and foreclosure of the property shall also be deemed expressly secured by the lien hereby created and shall be reimbursed to the Beneficiary and/or Party of the Second Part at the time of any foreclosure. To the extent permitted by applicable law, the First Party does hereby expressly waive, release, relinquish and forego any and all rights and equity of redemption.

In case of default in any of said payments of principal or interest, according to the tenor and effect of said Promissory Note aforesaid, or any of them, or any part thereof, or of a breach or violation of any of the covenants or agreements herein, by the First Party, its successors or assigns, then and in that case the whole of said principal sum hereby secured, and the interest thereon to the time of sale, may at once, at the option of the legal holder thereof, become due and payable, and the said property be sold in the manner and with the same effect as if the said indebtedness had matured, and that if foreclosure be made by the Trustee, reasonable attorney's fees for services in the supervision of said foreclosure proceedings, shall be allowed by the Trustee as a part of the cost of foreclosure, and if foreclosure be made through the courts, reasonable attorney's fees shall be allowed by the court as a part of the cost of foreclosure, and in either event shall be and become a part of the lien hereby secured.

First Party, for itself, its successors and assigns, covenants and agrees with the Party of the Second Part as follows:

That it is well and lawfully seized of said property, possesses good and marketable title thereto in fees simple, except only with respect to leasehold interests in real estate described in Exhibit A attached hereto, and has the good right, full power and lawful authority to grant, bargain, sell, convey the same; that said property is free from all liens and encumbrances, except as herein provided.

To warrant and forever defend and protect the title and peaceful possession of said property and to pay when due all taxes and assessments now existing or hereafter levied or assessed upon said property, or the interest therein created by this Deed.