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after entry of the decree) of procuring all such abstracts of title, title searches and examinations, title insurance policies, and similar data and assurance with respect to title, as Mortgagee may deem reasonably necessary either to prosecute such suit or to evidence to bidders at sales which may be had pursuant to such decree, the true conditions of the title to or the value of the premises. Mortgagee shall have the right to purchase at any sale of the premises or the Building Equipment, being the highest bidder, and in lieu of paying cash therefor may make settlement for the purchase price by crediting the sales price upon the Indebtedness and other sums secured hereby. In the event of a foreclosure sale, Mortgagor and all persons holding under Mortgagor shall be tenants at will of the purchaser from and after execution and delivery of a deed to such purchaser, said tenancy to be determined at the option of said purchaser upon five days' written notice.

- 9. The rights, options, powers, and remedies provided for the benefit of Mortgagee herein or in any other instrument evidencing or securing the Indebtedness shall be cumulative and no one or more of them shall be exclusive of the other or others, or of any right or remedy now or hereafter given or allowed by law. If the premises be comprised of more than one parcel of land, Mortgagee shall be entitled to foreclose this mortgage against the premises in one or more parcels or in its entirety, notwithstanding that the default is attributable to a condition existing with respect to only one of the parcels comprising the premises.
- Note and the Loan Agreement, which can be inspected at the office of the Mortgagee, are by this reference made a part hereof. In the event of a conflict with respect to the Building Equipment between (a) the terms of any other instrument or agreement made between Mortgagor and Mortgagee with respect to the Building Equipment or any item thereof and (b) the terms of this mortgage, the other instrument or agreement shall be controlling.
- 11. This mortgage shall, pursuant to the Uniform Commercial Code, constitute a security agreement with respect to the Building Equipment and Mortgagor hereby grants to Mortgagee a security interest therein. Mortgagor

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