

condition of the title to or the value of the Property (which aforesaid costs may be estimated as to items to be expended after entry of the decree). All expenditures and expenses of the nature mentioned in this paragraph shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the Default Rate. At any such sale the Mortgagee may bid for and acquire the Property or any part thereof and in lieu of paying cash therefor may make settlement for the purchase price by crediting upon the indebtedness and other obligations of the Mortgagor secured by this Mortgage the net sales price after deducting therefrom the expenses of the sale and the costs of the action and any other sums which the Mortgagee is authorized to deduct under this Mortgage. The proceeds of any foreclosure sale of the Property shall be distributed and applied in the following order of priority: (i) on account of all costs and expenses incident to the foreclosure proceedings, including all items as are mentioned in the preceding paragraph hereof; (ii) on account of the amounts then owing on the Obligations, with interest thereon; and (iii) any surplus to the Mortgagor, its successors or assigns, as their rights may appear. In case of a sale in an action or proceeding to foreclose this Mortgage, the Property may be sold in one or more parcels or in several interests and in any order or manner, as determined by the Mortgagee. Failure to join or to provide notice to tenants under any of the Leases as defendants in any foreclosure ac-