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under the Loan Agreement then in any and each such event, the aggregate of the Indebtedness and other sums secured hereby shall, at the option of Agent, become due and payable immediately as fully and completely as if originally stipulated then to be paid and this Mortgage shall be subject to foreclosure and such other action as may be available at law or in equity for the enforcement hereof and realization upon the premises and the Building Equipment. In any suit to foreclose the lien hereof, there shall be allowed and included as additional Indebtedness in the decree of sale, all expenditures and expenses which may be paid or incurred by or on behalf of Agent for attorney's fees, appraiser's fees, outlays for documentary and expert evidence, stenographer's charges, publication costs, and costs (which may be estimated as to items to be expended 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 Agent 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. 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.

Agent may, in addition to and not in abrogation of its other rights covered herein, either with or without entry or taking possession as herein provided or otherwise, proceed by a suit or suits in law or in equity or by any other appropriate proceeding or remedy (i) to enforce payment of the Note or the performance of any term, covenant, condition or agreement of this Mortgage or the Loan Agreement or any other right, and (ii) to pursue any other remedy available to it, all as Agent shall determine most effectual for such purposes.

Upon any foreclosure sale, Mortgagees may bid for and purchase all or a portion of the premises and shall be entitled to apply all or any part of the Indebtedness secured hereby as a credit to the purchase price.

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