

of this Mortgage, of the Note secured hereby or of any other agreement by the Mortgagor in connection therewith, this Mortgage shall be utterly null and void; otherwise to remain in full force and virtue. If there is a default in any of the terms, conditions or covenants of this Mortgage, of the Note secured hereby, of the Loan Agreement, or of any other agreement by the Mortgagor in connection therewith, which is not cured within the times provided for in the Loan Agreement, then, at the option of the Mortgagee, all sums then owing by the Mortgagor to the Mortgagee shall become immediately due and payable and this Mortgage may be foreclosed. Should any legal proceedings be instituted for the foreclosure of this Mortgage, or should the Mortgagee become a party to any suit involving this Mortgage or the title to the premises described herein, or should the debt secured hereby or any part thereof be placed in the hands of an attorney at law for collection by suit or otherwise, all costs and expenses incurred by the Mortgagee, and a reasonable attorney's fee, shall thereupon become due and payable, immediately or on demand, at the option of the Mortgagee, as a part of the debt secured hereby, and may be recovered and collected hereunder.

In the event Mortgagor shall be in default under this Agreement, Mortgagee shall have and may exercise from time to time any and all rights and remedies provided under the Uniform Commercial Code of this state and under any other applicable law. Upon such default; and at the request of Mortgagee, Mortgagor shall assemble the Collateral, making it available for inspection and sale, at a convenient place designated by Mortgagee. Mortgagee will give reasonable notice to Mortgagor of any intended disposition of the Collateral, the requirements of reasonable notice being met by Mortgagee mailing, postage prepaid, such notice to Mortgagor at least five (5) days prior to such disposition. Upon such disposition, the proceeds thereof shall be applied to the expenses of retaking, holding, preparing for disposition, costs of disposition, including reasonable legal fees, and then to the indebtedness hereby secured. Mortgagee will account to Mortgagor for any surplus, and Mortgagor shall be and remain liable for any deficiency.

The covenants, agreements and conditions herein contained shall bind, and the benefits and advantages shall inure to, the respective

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