

11. The proceeds of a foreclosure sale, judicial or otherwise, shall be applied: first, to the expenses of advertising and selling, including, unless prohibited by law, statutory or reasonable attorneys' fees; second, to the repayment of any money, with interest thereon, which Mortgagee may have paid or become liable to pay or which it may then be necessary to pay for taxes, assessments, insurance or other charges, liens or debts as hereinabove provided; third, to the payment and satisfaction of the indebtedness hereby specially secured with interest; fourth, the balance, if any, shall be paid to Mortgagor.

12. As long as any of the indebtedness hereby secured shall remain unpaid, Mortgagor will neither commit nor permit waste on the premises, equipment or improvements subject hereto; and on the commission of any waste thereon Mortgagee may at its option declare the entire indebtedness hereby secured to be at once due and payable. Nor will Mortgagor, without prior written consent of Mortgagee, remove any of the equipment or improvements on mortgaged property so long as the indebtedness hereby secured remains unpaid, provided, however, that D-X, so long as the lease remains in effect, may remove any of such equipment or improvements to the extent provided therein.

13. Subject to the rights of any assignee of the assignment referred to in paragraph 16 hereof, if Mortgagor shall make default in the payment of any indebtedness secured hereby or in the performance of any of the terms or conditions hereof, or if any event of default as defined in the lease shall occur thereunder, and if such default is not cured by the Mortgagor within 10 days after being notified thereof by Mortgagee, Mortgagee shall be entitled to the immediate possession of the mortgaged property and to the rent, income and profits therefrom, and may proceed to collect the rent, income and profits from the mortgaged property, either with or without the appointment of a receiver. Any rents, incomes and profits collected by Mortgagee prior to foreclosure of this indebtedness, less the cost of collecting the same, including any real estate commission or attorneys' fees incurred, shall be credited first on the advances by Mortgagee hereunder with interest thereon, then on the interest on the indebtedness secured hereby, and the remainder, if any, on the principal of the indebtedness secured hereby.