

foreclose this Mortgage by judicial proceedings or to sell said premises at public auction and convey the same to the purchaser in fee simple in accordance with the statute in such case made and provided. In the event of such foreclosure Mortgagee may bid at the sale and purchase the property, if the highest bidder therefor.

NORTH DAKOTA:

10. If Mortgagor shall fail to pay, or cause to be paid, as it matures, the indebtedness hereby secured, or any part thereof, according to the terms hereof, or if Mortgagor shall fail to do or perform any other act or thing herein required or agreed to be done or performed, or if the interest of Mortgagee in the premises or improvements becomes endangered by reason of the accrual or enforcement of any lien or encumbrance thereon, or if any event of default as defined in the lease shall occur thereunder, and if any such default is not cured by Mortgagor within 10 days after being notified by Mortgagee, then, in such event, the whole indebtedness hereby secured shall, at the option of Mortgagee, and without notice, become immediately due and payable and Mortgagee is hereby authorized and fully empowered to sell the said hereby granted premises and convey the same to the purchaser in fee simple agreeably to the statute in such case made and provided. In the event of such foreclosure Mortgagee may bid at the sale and purchase the property, if the highest bidder therefor.

SOUTH DAKOTA AND WISCONSIN:

10. If Mortgagor shall fail to pay, or cause to be paid, as it matures, the indebtedness hereby secured, or any part thereof, according to the terms hereof, or if Mortgagor shall fail to do or perform any other act or thing herein required or agreed to be done or performed, or if the interest of Mortgagee in the premises or improvements becomes endangered by reason of the accrual or enforcement of any lien or encumbrance thereon, or if any event of default as defined in the lease shall occur thereunder, and if any such default is not cured by Mortgagor within 10 days after being notified by Mortgagee, then, in such event, the whole indebtedness hereby secured shall, at the option of Mortgagee, and without notice, become immediately due and payable and this Mortgage may be foreclosed by action, or by advertisement as provided by statute or the rules of practice relating thereto, and this paragraph shall be deemed as authorizing and constituting a power of sale mentioned in said statutes or rules and any amendatory thereof.

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-N, 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 Mortgagor within 10 days after being notified thereof by Mortgagee, Mortgagee shall be entitled to the immediate possession of the Premises and to the rent, income and profits therefrom, and may proceed to collect the rent, income and profits from the Premises, 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.

14. Mortgagor waives any and all appraisements and waiting periods prior to sale on foreclosure and further agrees that any and all rights and interests under or by virtue of laws relating to dower, courtesy, homestead, community property, widow's support, distributive share or other similar rights and interests shall be subject and subordinated to this Mortgage.

15. If any provision of this Mortgage shall be contrary to any applicable law, such provision shall be considered of no force and effect; it being expressly agreed, however, that the remainder of this instrument shall be valid and binding