

or any of them be lost, secreted, misused or destroyed, or if a petition in bankruptcy or for arrangement or reorganization be filed by or against Mortgagor, or property of Mortgagor be attached or a receiver be appointed for Mortgagor; or if the Mortgagee shall feel insecure or unsafe, or shall fear diminution, removal or waste from want of proper care of said Chattels, then the entire unpaid balance of said indebtedness, and the Promissory Note evidencing the same, and the interest, attorneys' fees and expenses referred to in the preceding paragraph hereof, shall become at once due and payable, at the option of the Mortgagee and without notice to anyone, and the Mortgagee shall thereupon have the right to take immediate and exclusive possession of said Chattels, and each and every part thereof, and for that purpose may pursue the same, or any part thereof, wherever the same may be found and also may enter any premises, with or without force and process of law, wherever the said Chattels may be, or are supposed to be, and remove and sell and dispose of said Chattels, or any part thereof, in bulk or in parcels, at such place or places as Mortgagee may select and without having said Chattels present at the sale, either at public sale or auction to the highest bidder, after giving notice of the time, place and terms of said sale, together with a description of the Chattels to be sold, or at private sale, with or without notice, for cash or on credit, as the Mortgagee, its agents or attorneys, or any of them, may elect. In the event of public sale, due notice of such sale shall be deemed to have been given by such publication as may be required by statute or in the absence of any statute by the publication of such notice in a newspaper, either in the city or county where such sale is held, either of general circulation or used for the publication of legal notices, in two issues thereof if a weekly or bi-weekly paper and in five issues if a daily newspaper, the last such publication or insertion to be not more than five days before the date set for such sale. At any sale hereunder the Mortgagee, its agents or attorneys, or any of them, may be a bidder and become the purchaser of the Chattels or any part thereof. The proceeds of any such sale, or sales, shall be first applied to any costs, expenses and charges, including reasonable attorneys' fees (15%) if permitted by law, incurred in pursuing, searching for, taking, removing, storing, advertising and selling such chattels and may then be applied at Mortgagee's discretion to the expense of settling any liens and claims against said Chattels, then to payment of the interest then due upon said indebtedness, and then to payment on the unpaid balance of said indebtedness, with the surplus, if any, to be paid to the Mortgagor. In the event the proceeds of any sale or sales hereunder are insufficient to pay said costs, expenses and charges and the entire indebtedness secured hereby, the Mortgagor shall pay Mortgagee any deficiency on demand. Any such sale or sales so made shall be a perpetual bar, both at law and in equity against any