in such manner and upon such notice as may be required by law, or, in the absence of any such requirement, as the Bank may deem appropriate, and to make conveyance to the purchaser or purchasers; or

(b) To proceed by a suit or suits in equity or at law, whether for the specific performance of any covenant or agreement herein contained or in aid of the execution of any power herein granted, or for any foreclosure or the sale of the mortgaged property or any part thereof under the judgment or decree of any court of competent jurisdiction, or for the appointment of a receiver or receivers of the Grantor as to the mortgaged property, or for the enforcement of any other appropriate legal or equitable remedy.

The Bank may conduct any number of sales from time to time. The power of sale shall not be exhausted by any one or more such sales as to any part of the mortgaged property not theretofore lawfully sold, but shall continue unimpaired until all of the mortgaged property shall have been sold. All costs and expenses (including attorneys' fees) incurred by the Bank in protecting and enforcing its rights hereunder shall constitute a demand obligation owing by the Grantor and shall bear interest at the rate of ten percent per annum, all of which shall constitute a portion of the indebtedness secured by this instrument.

Section 4.3 Subject to the provisions of applicable law in any particular jurisdiction, the Bank may postpone the sale of all or any portion of the mortgaged property by public announcement at the time and place of such sale, and from time to time thereafter may further postpone such sale by public announcement made at the time of sale fixed by the preceding postponement. Upon any sale, whether under the power of sale hereby given or by virtue of judicial proceedings, it shall not be necessary for the Bank or any public officer acting under execution or order of court to have physically present or constructively in his possession any of the mortgaged property. Upon any sale, whether made under the power of sale hereby given or by virtue of judicial proceedings, the receipt of the Bank, or of the officer making a sale under judicial proceedings, shall be a sufficient discharge to the purchaser or purchasers at any sale for his or their purchase money, and such purchaser or purchasers, his or their successors, assigns or personal representatives, shall not, after paying such purchase money and receiving such receipt therefor, be obliged to see to the application of such purchase price, or be in anywise answerable for any loss, misapplication or nonapplication thereof.

Section 4.4 The proceeds of sale of the mortgaged property, together with any other sums then held by the Bank as part of the mortgaged property, shall be applied as follows:

FIRST. To the payment of all necessary costs and expenses incident to such sale and the protection and enforcement of the Bank's rights hereunder, including but not limited to a reasonable compensation to the agents and attorneys of the Bank;

SECOND. To the payment of the Note and any other indebtedness secured hereby and such other indebtedness of the Grantor as the Bank shall deem it necessary or desirable to pay; and