

the lien of this mortgage or the priority thereof or possession of said premises, all sums paid by the Mortgagee for expenses, including attorneys' fees, incurred in any such action or proceeding shall be repaid by the Mortgagor, together with interest thereon from date of payment at 7% per annum, and any such sum and the interest thereon shall be immediately due and payable, and shall be secured hereby with the benefit of the lien hereby created and of its priority.

8. No sale of the premises hereby mortgaged and no forbearance on the part of the Mortgagee, or its assigns, and no extension of the time for the payment of the debt hereby secured given by the Mortgagee or its assigns, shall operate to release, discharge, modify, change or affect the original liability of the Mortgagor herein, either in whole or in part.

9. That the mortgagor will pay all sums, the failure to pay which may result in the acquisition of a lien prior to the lien of this mortgage, before such a prior lien may attach.

10. The Mortgagor agrees to pay to the Mortgagee, to the extent requested by the Mortgagee, on dates upon which interest is payable, such amounts as the Mortgagee from time to time estimates as necessary to create and maintain a reserve from which to pay before the same become due, all taxes, assessments, liens and charges on or against the property hereby mortgaged, and premiums for insurance as are herein covenanted to be furnished by the mortgagor. Payments from said reserve fund for said purposes may be made by the Mortgagee at its discretion, even though subsequent owners of the property described herein may benefit thereby. In the event of any default under the terms of this mortgage, any part or all of said reserve fund may be applied to any part of the indebtedness hereby secured and in refunding any part of said reserve fund, the Mortgagee may deal with whomever is represented to be the owners of said property at that time.

11. To operate such property at all times as apartment buildings and not to acquire any fixtures, equipment, furnishings or apparatus covered by this mortgage subject to any security interest or other charge or lien taking precedence over this mortgage.

NOW, if the payments are made as provided and all of the foregoing covenants and agreements are performed and observed, this mortgage