

otherwise, at law or in equity (including but not limited to the right to damages by reason of the mortgagor's failure to keep, observe and perform any of the covenants, conditions or agreements contained in this mortgage), shall be distinct, separate and cumulative, and shall not be deemed to be inconsistent with each other, and none of them, whether or not exercised by mortgagee shall be deemed to be in exclusion of any other, and any two or more of all such rights and remedies may be exercised at the same time.

8. If payment of the principal or interest or any part of the principal or interest secured by a prior mortgage shall not be made at the time specified in said prior mortgage, then regardless of any postponement, extension, indulgence or forgiveness thereof which may be agreed to or acquiesced in by the holder of said prior mortgage, a sum equal to the amount of such principal or part thereof shall immediately become due and payable in reduction of this mortgage, provided however that nothing herein contained shall be deemed or construed to entitle the owner or holder of this mortgage to any payment in excess of the sum hereby secured and the interest thereon.
9. If the principal amount of any prior mortgage is increased over the amount of the then unpaid principal thereof, then a sum equal to the amount of such increase shall immediately become due and payable in reduction of this mortgage.
10. If this mortgage shall be foreclosed, the mortgagor agrees that to the extent permitted by law there shall be included in the computation of the indebtedness secured hereby the amount of a reasonable fee for the services of the mortgagee's attorney in the foreclosure action or proceedings, as well as disbursements, costs, allowances and additional allowances provided by law.
11. The board of directors of the mortgagor has by proper corporate action, which has not been modified or revoked, duly authorized the execution and delivery of this mortgage by the officer or officers of the mortgagor executing the same, and the certificate of incorporation of the mortgagor does not require a vote or the consent of the shareholders to authorize the execution and delivery of this mortgage.
12. Wherever used in this mortgage, unless the context clearly indicates a contrary intent or unless otherwise specifically provided herein, (a) the term "prior mortgage" shall be deemed to mean any mortgage to which this mortgage is or shall be subordinate; (b) the word "mortgagor" shall be deemed to mean the mortgagor named herein, his or its heirs, executors, personal representatives, successors and assigns, and/or any subsequent owner or owners of all or any part of the mortgaged premises; and (c) the word "mortgagee" shall be deemed to mean the mortgagee named herein or any subsequent holder of this mortgage. Further, whenever the context shall require or admit it, the singular number shall be held to include the plural number, and vice versa, and words of any gender shall be deemed to include any other gender.