

deem advisable, and the cost thereof (including reasonable counsel fees and all applicable statutory costs, allowances and disbursements) together with interest thereof at a rate equal to the higher of (i) the legal rate or (ii) the mortgage rate set forth herein plus 1/2 of 1%, but in no event in excess of the maximum rate permitted by law, shall be paid by the Mortgagor to the Mortgagee on demand and shall be secured by this Mortgage.

13. After any default hereunder, all rents, profits, and all leases existing at the time of such default are, hereby assigned as further security for the payment of said debt to the Mortgagee.

14. If it shall be determined by the governmental authority having jurisdiction that stamp taxes are due on the amount of the note or obligation secured hereby, the Mortgagor will pay the same.

15. No remedy herein conferred upon or reserved to the Mortgagee is intended to be exclusive of any other remedy herein or any law provided or permitted, but each shall be cumulative and shall be in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or by statute. Every power or remedy given by this mortgage to the Mortgagee or to which it may be otherwise entitled, may be exercised, concurrently or independently, from time to time and as often as may be deemed expedient by the Mortgagee.

16. Upon any default of the Mortgagor in complying with or performing any warranty or covenant herein, the Mortgagee may, at the Mortgagee's option, comply with or perform the same, and the cost thereof, together with interest thereon at a rate equal to the higher of (i) the legal rate or (ii) the mortgage rate set forth herein plus 1/2 of 1%, but in no event in excess of the maximum rate permitted by law, shall be paid by the Mortgagor to the Mortgagee on demand and shall be secured by this mortgage. Notwithstanding that the debt secured hereby shall not have been declared due and payable upon any such default, said debt shall bear interest at the rate specified in the preceding sentence from the date of notice and demand therefor by the Mortgagee until said default shall have been completely cured and removed to the satisfaction of the Mortgagee.

17. The whole of the debt secured hereby shall immediately become due and payable at the option of the Mortgagee, and thereupon the Mortgagee shall have the right, among others, to foreclose this mortgage, upon the happening of any one or more of the following: