

hereunder or under the note hereby secured.

8. Mortgagor will pay upon demand all expenses incurred or paid by Mortgagee-(including, but not limited to, counsel fees and court costs) on account of any litigation which may arise in connection with this mortgage or the promissory note secured hereby, or on account of any attempt without litigation to enforce the terms of this mortgage or said note. In case the property shall be advertised for foreclosure sale and not sold, Mortgagor shall pay all costs in connection therewith, including, but not limited to, advertising and a reasonable attorney's fee.

9. Mortgagor will perform all of Mortgagor's obligations under the Building Loan Agreement of even date herewith between Mortgagor and Mortgagee.

10. If Mortgagor shall make an assignment for the benefit of creditors, or if a receiver be appointed for Mortgagor or any part of the property covered hereby, or if Mortgagor files a petition in bankruptcy, or is adjudicated bankrupt or files any petition or institutes any proceeding for reorganization or otherwise under the Federal Bankruptcy laws of the United States, then, on the happening of any one or more of those events, the whole indebtedness secured hereby shall, at the option of the Mortgagee, immediately become due and payable and the same shall constitute a default to the same extent as the failure of Mortgagor to perform any covenant or agreement herein contained.

11. Breach of any covenant or agreement herein contained, or failure of Mortgagor to make any payment required by said note, or failure of Mortgagor to perform one or more of the agreements contained in this mortgage or said note, continuing for the period of any notice provided for under the terms of the note or this mortgage, shall constitute a default. Upon any default, at the option of the Mortgagee, all sums then owing by the Mortgagor to the Mortgagee shall become immediately due and payable, and this mortgage may be foreclosed. Should any legal proceedings be instituted for the foreclosure of this mortgage, or should the Mortgagee become a party to any suit involving this Mortgage or