

7. The Mortgagor (i) will not remove or demolish not alter the design or structural character of any building now or hereafter erected upon the premises unless Mortgagee shall first consent thereto in writing; (ii) will maintain the premises in good condition and repair; (iii) will comply with all laws, ordinances, regulations, covenants and restrictions affecting the premises, and will not suffer or permit any violation thereof; will furnish such information respecting use and operation of the premises as Mortgagee may from time to time demand.

8. If Mortgagor fails to pay any claim, lien or encumbrance which is prior to this Mortgage or, when due, any tax or assessment or insurance premium, or if Mortgagor fails to keep the premises in repair, or if any violation of any undertaking on the Mortgagor's part set forth in the paragraph immediately preceding shall occur, or if there be commenced any action or proceeding affecting the premises or the title thereto, then the Mortgagee at its option may pay said claim, lien, encumbrance, tax, assessment or premium, with right of subrogation thereunder and enter upon the property for such purpose, may procure such abstracts or other evidence of title as it deems necessary, may make such repairs and take such steps as it deems advisable to prevent or cure any such breach and may appear in any such action or proceeding and retain counsel therein and take such action therein as Mortgagee deems advisable and Mortgagee may advance for any of said purposes such sums of money as it deems necessary. Mortgagee shall be the sole judge of the legality, validity and priority of any such claim, lien, encumbrance, tax, assessment and premium, of the necessity for any other action herein provided for, and of the amount necessary to be paid in satisfaction thereof.

9. Mortgagor will pay to Mortgagee, immediately and without demand, all sums of money advanced by Mortgagee pursuant to this Mortgage, together with interest on each such advancement at the rate of 12% per annum, and all such sums and interest thereon shall be secured hereby.

10. If default be made in payment, when due, of any installment of principal or interest of said Note or any part thereof, or in payment, when due, of any other sum secured hereby, or in performance of any obligation, covenants or agreements hereunder, the entire principal sum secured by this Mortgage shall at once become due and payable without notice, at the option of the Mortgagee.

11. If the Note, after default, should be placed in the hands of an attorney for collection or suit, or if, at any time, it should be deemed by the holder thereof necessary for the protection of its interest to place, and the holder shall place, the said Note and Mortgage in the hands of an attorney for any legal proceedings; then and in either or both cases the Mortgagor promises to pay all costs and expenses, including a reasonable attorney's fee, these to be added to the Mortgage indebtedness, and to be secured under this Mortgage as a part of said debt.