

conditions herein, Mortgagee may comply with or perform the same, and the cost thereof together with interest thereon at the Default Rate shall be repaid by Mortgagor and secured by this Mortgage. The exercise by Mortgagee of its rights under this Article shall not preclude Mortgagee from exercising any of its other rights and remedies upon default of Mortgagor, as hereinafter provided.

15. Mortgagee's Costs. If Mortgagee shall become a party, either as plaintiff or defendant or otherwise, to any suit or legal proceeding affecting the lien on or security interest in the Mortgaged Property, Mortgagor agrees to pay to Mortgagee without formal demand its costs, expenses and reasonable attorneys' fees in such suit or proceeding. If such amounts are not paid, they shall be included as part of the Mortgage debt and shall bear interest at the Default Rate from the dates of their respective expenditures.

16. Defaults. The happening of any one or more of the following events shall constitute a default on the part of Mortgagor:

(a) the failure to make payment of any instalment of principal and/or interest under the Note, when the same shall become due and payable, whether at the due date thereof or at a date fixed by acceleration or otherwise;

(b) the failure to make payment of any imposition required to be paid by Mortgagor hereunder, when the same shall become due and payable;

(c) the failure on the part of Mortgagor to duly perform and observe any of the other terms, covenants or conditions required to be performed and observed by Mortgagor under this Mortgage, the Note or the Other Security Documents;

(d) a final judgment or judgments for the payment of money in excess of Twenty-Five Thousand Dollars (\$25,000.00) in the aggregate shall be rendered against Mortgagor and the same shall remain undischarged for a period of thirty (30) consecutive days during which period execution shall not be effectively stayed;

(e) Mortgagor shall (1) voluntarily be adjudicated a bankrupt or insolvent, (ii) seek or consent to the