

9. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the Premises and not to suffer or permit any violation thereof.

10. If the Mortgagor fails to pay any claim, lien, or encumbrance which is superior to or in parity with the Mortgage, or to pay when due, any tax or assessment or insurance premium, or to keep the Premises in repair, or shall commit, suffer or permit waste, or if there be commenced any action at law or equity or any proceeding affecting the Premises or the title thereto, the Mortgagee, at its option, may pay said claim, lien, encumbrance, tax, assessment or premium, may make such repairs and take such steps as it deems advisable to prevent or cure such waste, and may appear in any such action or proceeding and retain counsel therein, and take such action as the Mortgagee deems advisable, and for any of said purposes, the Mortgagee may advance such sums of money, including all costs, reasonable attorney's fees and other items of expense as it deems necessary. Nothing herein contained shall be construed as requiring the Mortgagee to advance moneys for any of the purposes aforesaid, and the advance of such moneys for such purposes shall in no wise waive or affect the Mortgagee's right of foreclosure or any other right or remedy hereunder.

11. Mortgagor will pay to Mortgagee, immediately and without demand, all sums of money advanced by Mortgagee pursuant to this Mortgage, and all sums, including costs, expenses and reasonable agent's or attorney's fees, which Mortgagee may expend or become obligated to pay in any proceedings, legal or otherwise, to prevent the commission of waste, to establish or sustain the lien of this Mortgage or its priority, or to defend against liens, claims, rights, estates, easements, or restrictions, asserting priority to this