

or default in or breach of performance of any of the covenants and agreements contained herein, in any particular, the mortgagee may, without notice to the mortgagor, pay any taxes, assessments, and public charges, and/or take such steps as may be necessary to secure or redeem the said property from forfeiture or sale, and/or effect or renew any insurance, and/or make such repairs as may be necessary to keep the property, equipment, appurtenances and accessories in good order and repair, and/or take or cause to be taken, such steps, including legal proceedings, as may be desirable to prevent the commission of waste, impairment or deterioration of said property, or any part thereof, or to perfect the title to the said property in the mortgagee, and/or to perform any other acts or expend such other sums deemed necessary by mortgagee to protect its security for the repayment of the note, and all sums expended in the doing of or on account of the same, shall be a part of the debt secured by this Mortgage, and shall be secured as fully as the principal debt and interest is secured, and shall bear interest at the rate of 11 per cent per annum from the date of the expenditure thereof and shall together with the interest thereon, be repaid by the mortgagor before the expiration of a period of thirty (30) days thereafter. But there is no obligation upon the mortgagee to make such payments or take such steps, nor shall any act of the mortgagee or any failure to act under the powers granted by this paragraph, nor any lapse of time, be construed as the waiver of any breach of the covenants and agreements contained herein.

10. Mortgagor shall keep the buildings and other improvements constantly insured against loss by fire with extended coverage in the sum of \$2,125,000.00 so as to avoid any claim on the part of the insurers for co-insurance, and in addition shall keep in full force and effect policies of insurance insuring against such other hazards, casualties, and contingencies as mortgagee may require, all insurance required by mortgagee to be on such forms, for such periods, and in such amounts as mortgagee may require with loss payable to the mortgagee under New York Standard Mortgage Clause, and to deliver the policy, or policies, to the mortgagee, as additional security, and where renewal policies are necessary in the performance of this covenant to deliver them at least ten days before the expiration of the existing insurance; any and all insurance in the possession of mortgagee may be changed to other companies, rearranged as to coverage, terms or amount and may be increased or decreased by the mortgagee, and for that purpose the said mortgagee is authorized to surrender existing policies for cancellation and take out any insurance at any time desired, provided that the necessary premium adjustments in all cases shall be charged against or credited to the debt secured hereby, as the case may be; and in the event of failure or refusal of the mortgagor to agree with the insurance companies involved as to the amount and terms of any loss within sixty (60) days of the happening of such loss, then the said mortgagee may negotiate with and settle said loss with such insurance companies and neither the said mortgagee nor the insurance companies involved shall, upon such settlement being made, be liable in any manner to the mortgagor; the said mortgagee shall have the right to apply any funds received from insurance policies required by mortgagee herein to the payment of the indebtedness or other items hereby secured, or at their option may allow the same to be used in restoring the property conveyed provided the said mortgagee, if restoration of the premises is agreed upon, may retain said funds without interest until said premises be so restored in a satisfactory manner.

11. That in case of any litigation between the parties to the Mortgage, the said mortgagor, if a corporation, shall not deny the corporate character of the said Company nor require any proof of such corporate character nor shall mortgagor seek to use as a defense or otherwise any of the corporate representations in the note.

12. That in case the said debt, or any part thereof, is established by or under an action for foreclosure or of debt on the Note or in case of collections by an attorney, that the said Company, in addition to the said debt, or so much thereof as is unpaid, shall also recover of the said mortgagor a reasonable fee to the Attorney of the said Company for his services in said action, not to exceed ten per cent of the amount unpaid and decreed to be payable - such fee to be incorporated in the judgment in said action and to be secured thereby.