

gage, and contains various other agreements with respect to the Mortgage transaction during the period until completion of the improvements thereby contemplated to be constructed by Mortgagor and until the purchase of the Note and the securities therefor by a long-term lender. The lien of this Mortgage on the mortgaged property secures the payment of all sums payable to the Mortgagor under the terms and provisions of the Agreement. Nothing herein or in the Agreement shall obligate the Mortgagee to construct or equip any improvements on the mortgaged property or to pay for the construction or equipage of any such improvements. The Mortgagee shall not be required to determine whether the Mortgage proceeds disbursed to the Mortgagor are applied in accordance with the provisions of the Agreement or any other document pertaining to the loan hereby secured.

21. Mortgagor will defend, at its own cost and expense, and indemnify and hold Mortgagee harmless from, the costs, expenses, judgment, and payment of any action, proceeding, or claim affecting the Premises, the Note, or any other instrument securing payment of the secured indebtedness. Costs and expenses will include all reasonable attorneys' fees.

If Mortgagor neglects or refuses to act pursuant to this Paragraph 21, Mortgagee, at its option (whether electing to declare the entire secured indebtedness due and collectible or not, or to pursue other remedies for an event of default), may pay for all reasonable attorneys' fees, costs, and expenses incurred in any such action. All such payments, bearing interest thereon from time of payment at the rate of fifteen percent (15%) per annum, shall be deemed a part of the indebtedness secured hereby and shall be immediately due and payable by Mortgagor to Mortgagee.

22. Without affecting the liability of Mortgagor or any other person (other than any person expressly released in writing pursuant hereto) for payment of any indebtedness secured hereby or for performance of any obligation contained herein and without affecting the priority or extent of the lien hereof upon any property not specifically released pursuant hereto, the Mortgagee may at any time and from time to time, without notice and without