

exist any defaults, claims, defenses or offsets thereto and if so, the particulars thereof.

21. Mortgagee may, at its option, and without waiving its rights under paragraph "26" herein (i) make any payments either before or after delinquency required by this Mortgage, the Note and the Assignment of Leases, Rents and Profits to be paid by the Mortgagor; and (ii) perform any other covenants required to be performed by the Mortgagor under this Mortgage, the Note or Assignment of Leases, Rents and Profits. Any sums paid or advanced pursuant to (i) and (ii) of this paragraph by the Mortgagee shall be added to the Indebtedness and every payment so made shall bear interest from the date thereof at the rate of ten per centum (10%) per annum or at the highest legal rate permitted by law, whichever is less, and become an integral part thereof, subject in all respects to the terms, conditions and covenants of the Note and this Mortgage, as fully and to the same extent as though a part of the original Indebtedness excepting, however, that said sums shall be repaid to the Mortgagee within fifteen (15) days after demand by Mortgagee to Mortgagor for said payment.

22. Mortgagor shall pay all and singular the costs, charges and expenses, including attorney's fees and title and/or abstract costs, reasonably incurred or paid at any time by Mortgagee in connection with the failure of Mortgagor to perform, comply with and abide by each of the stipulations, agreements, conditions and covenants of the Note and of this Mortgage or with any taking of the Property pursuant to paragraphs "6" and "7" herein, or enter any action or proceeding to which Mortgagee is made a part or in which it becomes necessary to defend on uphold the rights or lien of this Mortgage and the interest of Mortgagee herein.