

represented thereby, the Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor any balance remaining in the funds so accumulated in escrow. The amount of the existing credit under this numbered Paragraph at the time of any transfer of the Premises shall, without the necessity for a separate assignment thereof, inure to the benefit of the successor-owner of the Premises and shall be applied under and be subject to all of the provisions of this numbered Paragraph. If there shall be a default under any of the provisions of this Mortgage resulting in a public sale of the Premises, or if the Mortgagee acquires the Premises otherwise after default, the Mortgagee may apply, at the time of the commencement of such a proceeding or at the time the Premises are otherwise acquired, the balance then remaining in escrow accumulated hereunder as a credit against the indebtedness remaining unpaid under the Mortgage Note.

5. FORECLOSURE AND OTHER EXPENSES. To pay all and singular the costs, fees, and expenses of every kind and nature, including the Mortgagee's reasonable attorney's fees and the cost of abstracts of title incurred or expended at any time by the Mortgagee in the foreclosure of this Mortgage, or otherwise incurred in enforcing Mortgagee's rights under this Mortgage or under any other instrument evidencing and/or securing the indebtedness secured hereby, or in enforcing, sustaining, protecting, or defending the lien or priority of this Mortgage against any and all persons including, but not limited to, lien claimants or the exercise of the power of eminent domain or other governmental power of any kind. Every such payment made on the part of the Mortgagee shall be immediately due and payable by the Mortgagor to the Mortgagee and shall bear interest from the date of disbursement thereof by the Mortgagee at the rate per annum then applicable under the Mortgage Note to sums of principal then outstanding and the same, together with such interest,