

and the Mortgagee, shall to any extent be finally found by a court of competent jurisdiction to be invalid or unenforceable, neither the remainder of the instrument in which such provision is contained, nor the application of the provision to other persons, entities, or circumstances, nor any other instrument referred to herein, shall be affected thereby, but instead shall be enforced to the maximum extent permitted in law or equity.

22. DEFENSE OF ACTIONS BY MORTGAGOR. That Mortgagor shall, at its own cost and expense, defend, indemnify and hold Mortgagee and the lien of this mortgage harmless from any action, proceeding or claim affecting the Premises or affecting the indebtedness secured hereby. If Mortgagor neglects or refuses to carry out the covenants contained in this numbered paragraph, the Mortgagee at its option may afford such defense and pay reasonable attorneys' fees, costs and expenses incurred in any such defense. All such payments, plus interest thereon from the time of payment at the rate applicable under the Mortgage Note upon sums outstanding thereunder after maturity shall be deemed a part of the indebtedness secured hereby and shall be immediately due and payable by the Mortgagor to the Mortgagee.

23. SINGULAR, PLURAL, ETC. That as used herein the terms "Mortgagor" and "Mortgagee" shall include the singular and the plural and shall include the masculine, feminine and neuter genders. The plural shall include the singular, and the singular shall include the plural in all applicable instances.

24. CURING OF DEFAULTS BY MORTGAGEE. That the Mortgagee shall have the right to pay any sums required to be paid and to take any other action deemed by the Mortgagee to be necessary or convenient to cure any default of the Mortgagor under this Mortgage. Any and all sums expended or expenses incurred by the Mortgagee in so curing defaults shall become immediately due and payable by the Mortgagor to the Mortgagee

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