

or the Assignment of Leases, Rents and Profits, or with any taking of the Property or any part thereof, or to enter any action or proceeding to which Mortgagee is made a party or in which it becomes necessary to defend or uphold the rights under or lien of this Mortgage or the interest of Mortgagee under this Mortgage. If any action or proceeding be commenced to which action or proceeding Mortgagee is made a party, or in which it becomes necessary to defend or uphold the lien of this Mortgage or the rights of Mortgagee thereunder, all sums paid by Mortgagee for the expense of any litigation to prosecute or defend such rights or lien (including reasonable counsel fees and disbursements), shall be paid by Mortgagor, and any such sums shall be added to the Indebtedness.

23. In order to accelerate the maturity of the Indebtedness because of the failure of Mortgagor to pay any tax, assessment, liability, obligation or encumbrance upon the Property as herein provided, it shall not be necessary nor requisite that Mortgagee shall first pay the same.

24. Any failure by Mortgagee to insist upon the strict performance by Mortgagor of any of the covenants, terms and provisions hereof shall not be deemed to be a waiver thereof and Mortgagee, notwithstanding any such failure, shall have the right thereafter to insist upon the strict performance by Mortgagor of any and all of the covenants, terms and provisions of this Mortgage to be performed by Mortgagor. Neither Mortgagor nor any other person now or hereafter obligated for the payment of the whole or any part of the Indebtedness shall be relieved of such obligation by reason of (i) the failure of Mortgagee to comply with any request of Mortgagor, or of any other person so obligated to take action to foreclose or otherwise enforce any of the provisions of this Mortgage or of any obligations secured

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