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bringing any such action or proceeding shall be paid by Mortgagor to Mortgagee upon demand, with interest at 15% per annum, or at the maximum interest rate which Mortgagor may by law pay, whichever is lower, for the period after notice from Mortgagee that such cost or expense was incurred to the date of payment to Mortgagee. All such costs and expenses incurred by Mortgagee pursuant to the terms of this Mortgage, with interest, shall be deemed to be secured by this Mortgage.

22. Late Payment Charge. If any portion of the Debt is not paid within fifteen (15) days after the date on which it is due, Mortgagor shall pay to Mortgagee upon demand an amount equal to 3% of such unpaid portion of the Debt as a late payment charge, and such amount shall be deemed to be secured by this Mortgage.

23. Appointment of Receiver. Mortgagee, in any action to cure any default of Mortgagor under this Mortgage and/or to foreclose this Mortgage, shall be at liberty, without notice, to apply for the appointment of a receiver of the Rents, and shall be entitled to the appointment of such receiver as a matter of right, without regard to the value of the Mortgaged Property as security for the Debt, or the solvency or insolvency of any person or corporation then liable for the payment of the Debt.

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