

9. That in case of any sale under this mortgage, by virtue of judicial proceedings or otherwise, the premises may be sold in one parcel and as an entirety or in such parcels, manner or order as the mortgagee in its sole discretion may elect.

10. That if the mortgagee shall incur or expend any sums, including reasonable attorney's fees, whether in connection with any action or proceeding or not, to sustain the lien of this mortgage or its priority, or to protect or enforce any of its rights hereunder, or to recover any indebtedness hereby secured, all such sums shall on notice and demand be paid by the mortgagor, together with the interest thereon at the rate of the lower of 10% per annum or the maximum permitted by law, and shall be a lien on the premises, prior to any right or title to, interest in or claim upon the premises subordinate to the lien of this mortgage and shall be deemed to be secured by this mortgage; and that in any action or proceeding to foreclose this mortgage, the provisions of law respecting the recovery of costs, disbursements and allowances shall prevail unaffected by this covenant.

11. That the mortgagor will maintain the premises or cause the premises to be maintained in good condition and repair, will not commit or suffer any waste of the premises, and will comply with, or cause to be complied with, all statutes, ordinances and requirements of any governmental authority relating to the premises; that the mortgagor will promptly repair, restore, replace or rebuild any part of the