

premises, and to cure any breach or violation of the Leases as hereinafter defined, shall be paid by the Mortgagor and secured by this mortgage. And it is further agreed that in case the debt secured by this mortgage or any part thereof is collected by suit or action, or this mortgage or any part thereof is collected by suit or action, or this mortgage or any part thereof is collected by suit or action or this mortgage be foreclosed, or put into the hands of an attorney for collection, suit, action, or foreclosure, the Mortgagor shall be chargeable with all costs of collection including ten (10%) percent of the principal and interest as attorney's fees which shall be due and payable at once, which charges and fees together with all costs and expenses, are hereby secured and may be recovered in any suit or action hereupon or hereunder.

6. In case of sale under foreclosure, said premises, including fixtures and personal property covered by this mortgage, may be sold in one parcel. Any such sale of personal property shall be subject to the lien of any mortgage to which the lien of this mortgage may be duly subordinated.

7. The Mortgagor will keep all improvements on the said premises and all fixtures and personal property covered by this mortgage in good order and repair, will not commit or suffer waste and shall comply with, or cause to be complied with, all statutes, ordinances and requirements of any governmental authority relating to the premises. No improvements or portions thereof shall be removed, demolished or materially altered without the prior written consent of Mortgagee.

8. The Mortgagor will comply with all covenants and warranties of that certain Construction Loan Agreement between the Mortgagor and Mortgagee of even date herewith.