

state or local purposes or the manner of the collection of any such taxes so as to make it obligatory on the Mortgagee to pay such tax or charge, then, the whole of the principal sum secured by this Mortgage together with the interest accrued thereon shall at the option of the Mortgagee become immediately due and payable, together with all sums paid or to be paid by Mortgagee on account of this Mortgage.

15. It is hereby understood and agreed that the waiver by Mortgagee of any default in the Note or this Mortgage or any other instrument securing said Note shall not constitute a waiver of any subsequent default or defaults.

16. That all monies and awards payable as damages and/or compensation for the taking of title to or possession of, or for damage to, or on account of change of grade affecting any portion of the property subject to this Mortgage by reason of any condemnation, eminent domain, change of grade, or other proceeding shall be paid to the Mortgagee and such monies and awards are hereby assigned to such Mortgagee, and judgment therefor shall be entered in favor of such Mortgagee, and when paid may, at the option of the Mortgagee, (1) be applied, in whole or in part by the Mortgagee upon any indebtedness or obligation secured hereby, whether the same be matured or unmatured, and in such order as Mortgagee may determine; (2) be used in whole or in part to replace or restore the property to a condition satisfactory to Mortgagee; (3) be used in whole or in part to fulfill any of the covenants contained herein as the Mortgagee may require; or (4) be released to the Mortgagor; and the Mortgagor hereby covenants and agrees, upon request by the Mortgagee, to make, execute and deliver any and all assignments and other instruments sufficient for the purpose of assigning the aforesaid monies and awards to the Mortgagee free, clear and discharged of any and all encumbrances of any kind or nature whatsoever. Notwithstanding any other provision of this mortgage, and regardless of which option set forth in the immediately preceding sentence or set forth in paragraph 9 hereof Mortgagee exercises, in the event of any loss or damage referred to either in this paragraph 16 or in paragraph 9 hereof, Mortgagor hereby covenants as part of the inducement to and as part of the consideration for Mortgagee making the loan secured hereby, to promptly restore and rebuild the damaged improvements free and clear of all liens of every nature and in accordance with plans and specifications approved by Mortgagee in writing, so that after such restoration and rebuilding the improvements on the land conveyed herein will as nearly as possible be in at least as good a condition (the term "condition" includes but is not limited to, the quality, quantity and value of all improvements located on such land) as that existing immediately prior to such loss or damage.

17. The Mortgagor agrees not to set up or claim the benefit of curtesy or dower laws, or any exemption, moratorium or insolvency laws against any claim of the Mortgagee, for any sum of money which may become due and payable to it, under the covenants and agreements of the Note, or of this Mortgage, or any other instrument securing said Note, or against the securing of execution of any judgment sought thereon, all of said rights and exemptions being expressly waived.

18. The Mortgagee shall have authority, in his discretion, to employ agents and attorneys in the execution of this Mortgage, and to protect the interests of said Mortgagee hereunder, and to the extent permitted by law, the same shall be compensated, and all expenses in and about the employment, including those of litigation, shall be paid out of the proceeds of sale of the said property should a sale be had, and if no sale be had, all sums so paid out shall be recoverable to the extent permitted by law by all remedies at law or in equity, by which the debt hereby secured may be recovered.