

17. That Mortgagor, in any action to foreclose this Mortgage, or upon any event of default, shall be at liberty to apply for the appointment of a Receiver of the rents and profits or of the Premises or both without notice, and shall be entitled to the appointment of such a Receiver as a matter of right, without consideration of the value of the Premises as security for the amounts due the Mortgagee, or the solvency of any person or corporation liable for the payment of such amounts.

18. That in the event of the enactment after this date of any federal, state or local law, deducting from the value of the land for the purpose of taxation any lien thereon, or imposing upon Mortgagee the payment of the whole or any part of the taxes or assessments or charges or liens herein required to be paid by Mortgagor, or changing in any way the laws relating to the taxation of mortgages as this or debts secured by mortgages as this or the Mortgagee's interest in the property, or the manner of collection of taxes, so as to affect this mortgage or the debt secured hereby or the holder hereof, then, and in any such event, the Mortgagor, upon demand by the Mortgagee, shall pay such taxes or assessments, or reimburse the Mortgagee therefor; provided, however, that if in the opinion of counsel for the Mortgagee (a) it might be unlawful to require Mortgagee to make such payment, or (b) the making of such payment might result in the imposition of interest beyond the maximum amount permitted by law, then and in such event, the Mortgagee may elect, by notice in writing given to the mortgagor, to declare all of the secured indebtedness to be and become due and payable sixty (60) days from the giving of such notice.

19. That if at any time the United States of America shall require internal revenue stamps to be affixed to the note, the Mortgagor will pay for the same with any interest or penalties imposed in connection therewith.

20. To reimburse the Mortgagee for Mortgagee's reasonable expenses, including counsel fees, incurred in any defense of the priority of this Mortgage or in any litigation in which it becomes necessary in the Mortgagee's judgment for the Mortgagee to participate because of its holding of this Mortgage.

21. That if the Mortgagor fails to pay any claim, lien or encumbrance which is prior to this Mortgage, or, when due, any tax or assessment not otherwise provided for herein, or insurance premium, or to keep the Premises in repair, or upon any violation of any undertaking on the Mortgagor's part of the covenants set out herein, or if there be commenced any action or proceeding affecting the Premises or the title thereto, then Mortgagee, at its option, may pay said claim, lien, encumbrance, tax, assessment or premium, with right of subrogation thereunder; may procure such abstracts or other evidence of title as it deems necessary; may make such repairs and take such steps as it deemed advisable to prevent or cure any such breach; and may appear in any such action or proceeding and retain counsel therein, and take such action therein as Mortgagee deems advisable, and for any of said purposes, Mortgagee may advance such sums of money as it deems necessary. Mortgagee shall be the sole judge of the legality, validity and priority of any such claim, lien, encumbrance, tax, assessment and premium; of the necessity for any other action herein provided for; and the amount necessary to be paid in satisfaction thereof. Mortgagor shall pay to Mortgagee immediately and without demand, all sums of money advanced by Mortgagee pursuant to this instrument, together with interest on each such advancement at the augmented rate as provided in the note, and all such sums and interest thereon shall be secured hereby.

22. That when and if Mortgagor and Mortgagee shall respectively become the Debtor and Secured Party in any Uniform Commercial Code Financing Statement affecting property either referred to or described herein, or in any way connected with the use and enjoyment of the Premises, this mortgage shall be deemed the Security Agreement as defined in said Uniform