- 5. If requested by Mortgagee, Mortgagor will pay to Mortgagee monthly, in addition to each monthly payment required under the Note, a sum equivalent to one-twelfth of the amount estimated by Mortgagee to be sufficient to enable Mortgagee to pay at least thirty (30) days before they become due all taxes, assessments, and other similar charges levied against the Property, and all insurance premiums on any policies of insurance required hereunder. Such additional payments may be commingled with the general funds of Mortgagee and no interest shall be payable respect thereof. Upon demand by Mortgagee, Mortgagor will deliver and pay over to Mortgagee such additional sums as are necessary to make up any deficiency in the amount necessary to enable Mortgagee to fully pay any of the items hereinabove mentioned. Mortgagor agrees that Mortgagee shall not be responsible for any unintentional delay or error in paying such taxes, insurance premiums or assessments. In the event of any default by Mortgagor in the performance of any of the terms, covenants, or conditions herein contained, or in the Note Mortgagee may apply against the indebtedness secured hereby, in such manner as Mortgagee may determine, any funds of Mortgagor then held by Mortgagee under this paragraph. Mortgagee will not require any of the deposits or payments described in this paragraph 5 to be made by Mortgagor until and unless Mortgagor is in default under any of the terms of the Mortgage or any related loan documents, or until Mortgagee has determined, in its sole discretion and on notice to Mortgagor that it deems itself insecure as to the performance of any such obligations.
 - 6. If Mortgagee shall deem it necessary or desirable to incur or expend any sums, including reasonably attorney's fees, whether in connection with any action or proceeding or not, to prevent the commission of waste, to defend the title or possession of the Property, or the lien thereon, or to protect or recover upon the Note or any indebtedness secured hereby, including eminent domain proceedings, all such sums shall become immediately due and payable by Mortgagor with interest thereon at ten (10) per cent per annum and shall be added to the indebtedness secured hereby.
 - 7. If all or any part of the Property shall be damaged or taken through condemnation either temporarily or permanently, and if any lease of any part of the Property is terminated as a result thereof, the entire