

(b) That the Mortgagor will not claim any credit on or make any deduction from the interest or principal of the Note by reason of the payment of any taxes levied or to be levied upon the Premises or any part thereof during the continuance of the lien of this Mortgage.

6. That the holder of this Mortgage, in any action to foreclose it, shall be entitled to the appointment of a receiver without notice and without regard to the adequacy of any security for the indebtedness secured hereby or the solvency of any persons liable for the payment thereof.

7. That the Mortgagor, within six (6) days upon request in person or within ten (10) days upon request by mail, will furnish a written statement duly acknowledged of the amount due on this Mortgage and whether any offsets or defenses exist against the mortgage debt.

8. That notice and demand or request may be made in writing and may be served in person or by registered or certified mail, return receipt requested, addressed to the party to be served at its address above set forth or at such other address as shall have been given by like notice from the party to be served to the party giving the notice.

9. That the Mortgagor warrants that the Mortgagor has good title to the Premises, Mortgaged Property and other property covered hereby and has full power and lawful authority to mortgage the same; that the Mortgagor shall and will make, execute, acknowledge and deliver, in due form of law, all such further or other deeds or assurances as may at any time hereafter be reasonably desired or required for the more fully and effectually conveying the Premises, Mortgaged Property and other property covered hereby or intended so to be, unto the Mortgagee, its successors or assigns, for the purpose aforesaid, and unto all and every person or persons deriving any estate, right, title or interest therein under this Mortgage or the power of sale herein contained; and that the Mortgagor will warrant and defend the Premises, Mortgaged Property and said other property against all persons claiming by, through or under the Mortgagor.

10. That in case of a foreclosure sale, the Premises, or so much thereof as may be affected by this Mortgage, may be sold in one parcel.

11. That if any action or proceeding be commenced (including an action to foreclose this Mortgage or to collect the indebtedness secured hereby), in which the Mortgagee becomes a party or participates, by reason of being the holder of this Mortgage or the debt secured hereby, all sums paid by the Mortgagee for the expense of so becoming a party or participating (including reasonable counsel fees) shall on notice and demand be paid by the Mortgagor, together with interest thereon at the rate per annum specified in Article 4 hereof, 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 evidenced by the Note; and that in any action or proceeding to foreclose this Mortgage, or to recover or collect the debt secured hereby, the provisions of law respecting the recovery of costs, disbursements and allowances shall apply in addition to the foregoing.

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