

void; otherwise to remain in full force and virtue. If there is a default in any of the terms, conditions, or covenants of this Mortgage, or of the Note, this Mortgage may be foreclosed. Should any legal proceedings be instituted for the foreclosure of this Mortgage, or should the Mortgagee become a party to any suit involving this Mortgage or the title to the Mortgaged Property or should the debt secured hereby or any part thereof be placed in the hands of any attorney at law for collection by suit or otherwise, all costs and expenses (including continuation of abstract) incurred by the Mortgagee, and a reasonable attorney's fee, shall thereupon become due and payable immediately or on demand, at the option of the Mortgagee, as a part of the debt secured hereby, and may be recovered and collected hereunder.

20. No waiver of any covenant herein or of the Note shall at any time be held to be a waiver of the terms hereof or of the Note secured hereby.

21. This Mortgage and every covenant and agreement therein contained shall be binding upon and inure to the benefit of the Mortgagor and the Mortgagee and their respective successors and assigns, and to the extent permitted by law shall bind every subsequent owner of the Mortgaged Property.

22. Wherever used herein, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

MORTGAGEE HEREBY COVENANTS AND AGREES WITH MORTGAGOR AS FOLLOWS:

23. So long as (a) Mortgagor shall not be in default under the terms and provisions of the Note or this Mortgage, and (b) Mortgagor shall comply in all respects with each and every one of the terms, provisions, and conditions of the Prior Mortgages other than those which apply to the payments of principal and interest due after the date hereof, Mortgagee shall pay the indebtedness and the interest accruing thereon secured by the Brashier Mortgage and the Sigma Properties