

24. The Mortgagor agrees to bear and pay all expenses (including reasonable attorneys' fees for legal services of every kind) of or incidental to the enforcement of any provision hereof, or the enforcement, compromise, or settlement of this Mortgage or the Indebtedness, and for the curing thereof, or defending or asserting the rights and claims of the Mortgagee in respect thereof, by litigation or otherwise, and all such expenses incurred by the Mortgagee shall be part of the Indebtedness. All rights and remedies of the Mortgagee shall be cumulative and may be exercised singly or concurrently. Notwithstanding anything herein contained to the contrary, the Mortgagor hereby waives trial by jury and further waives the right to interpose any defense, setoff or counterclaim whatsoever to any action brought by the holder of this Mortgage to enforce its rights hereunder.
25. The Mortgagor shall pay any and all taxes, charges, excises and levies imposed upon the Mortgagee by reason of its ownership of the Note or this Mortgage, other than income, franchise and doing business taxes, and shall pay all corporate stamp taxes and other taxes required to be paid on the Note. In the event the Mortgagor fails to make such payment within five days after written notice thereof, the Mortgagee shall have the right to pay the amount due, and the Mortgagor shall, on demand, reimburse the Mortgagee for said amount together with interest at the rate provided for in Paragraph "14" hereof, from the date that such sum is advanced to and including the date of reimbursement. The amount advanced by the Mortgagee, together with the interest thereon, shall be part of the Indebtedness.
26. The Mortgagor hereby appoints the Mortgagee as its attorney-in-fact in connection with the personal property and fixtures covered by this Mortgage, to execute and file on its behalf any financing statements or other statements in connection therewith with the appropriate public office. This power, being coupled with an interest, shall be irrevocable so long as the Indebtedness remains unpaid.
27. All awards and compensation payable to the Mortgagor as a result of any condemnation or other taking or purchase in lieu thereof, of the Premises or any part thereof, are hereby assigned to and shall be paid to the Mortgagee. The Mortgagor hereby authorizes the Mortgagee to collect and receive such awards and compensation, to give proper receipts and acquittances therefor and to apply the same toward the payment of the Indebtedness, notwithstanding the fact that the Indebtedness may not then be due and payable. In the event that any portion of condemnation awards or compensation shall be used to reduce the Indebtedness, same shall be applied to the then unpaid installments of principal due under the Note in the inverse order of their maturity, such that the regular payments under the Note shall not be reduced or altered in any manner. The Mortgagor, upon request by the Mortgagee, shall make, execute and deliver any and all assignments and other instruments sufficient for the purpose of assigning the aforesaid awards and compensation to the Mortgagee free and clear of any liens, charges or encumbrances of any kind or nature whatsoever. The Mortgagee shall not be limited to the interest paid on the proceeds of any award or compensation, but shall be entitled to the payment of interest by the Mortgagor at the applicable rate provided for herein or in the Note.
28. The Mortgagee shall have the right to appear in and defend any action or proceeding, in the name of and on behalf of the Mortgagor which the Mortgagee, in its discretion, feels may adversely affect the Premises or this Mortgage and the Mortgagee shall also have the right to institute any action or proceeding which the Mortgagee, in its discretion, feels should be brought to protect its interest in the Premises or its rights hereunder.
29. Upon any default hereunder and the acceleration of the maturity hereof, if, at any time prior to foreclosure sale, the Mortgagor or any other person tenders payment of the amount necessary to satisfy the Indebtedness, same shall constitute an evasion of the payment terms hereof and shall be deemed to be a voluntary prepayment hereunder, in which case such payment must include the premium required under the prepayment provision, if any, contained herein or in the Note, or, if at that time there is no privilege of prepayment, then the payment will include a premium of five (5%) percent of the then unpaid Indebtedness. This provision shall be of no force or effect if at the time that such tender of payment is made the Mortgagor has the right under this Mortgage or the Note to prepay the Indebtedness without penalty or premium.
30. The Mortgagor will not claim or demand or be entitled to any credit or credits against the Indebtedness for so much of the taxes assessed against the Premises, or any part thereof, as is equal to the tax rate applied to the amount due on this Mortgage or any part thereof, and no deductions shall otherwise be made or claimed from the taxable value of the Premises, or any part thereof, by reason of this Mortgage or the Indebtedness secured hereby.
31. This Mortgage cannot be modified or discharged orally and no executory agreement shall be effective to modify or discharge it in whole or in part, unless it is in writing and signed by the party against whom enforcement of the modification or discharge is sought. Failure by the Mortgagee to exercise any right, remedy or option under this Mortgage or any other agreement between the Mortgagor and the Mortgagee, or delay by the Mortgagee in exercising the same, will not operate as a waiver of any such right, remedy or option or any right, remedy or option on any future occasion; no waiver by the Mortgagee will be effective unless it is in writing and then only to the extent specifically stated, and, without limiting the generality of the foregoing, any payment by the Mortgagee for insurance premiums, taxes, assessments, water rates, sewer rentals or other charges affecting the Premises, or payments made by the Mortgagee relating to obligations of the Mortgagor in connection with a lien superior to the lien of this Mortgage, shall not constitute a waiver of the Mortgagor's default in making said payments and shall not obligate the Mortgagee to make any such payments thereafter.
32. The provisions and covenants of this Mortgage shall run with the land, shall be binding upon the Mortgagor and shall inure to the benefit of the Mortgagee, subsequent holders of this Mortgage and their respective successors and assigns. For the purpose of this Mortgage, the term "Mortgagor" shall mean the Mortgagor named herein, any subsequent owner of the Premises, and their respective heirs, executors, legal representatives, successors and assigns. If there is more than one Mortgagor, all their undertakings hereunder shall be deemed joint and several.
33. The validity and enforceability of this Mortgage and all transactions and questions arising hereunder, shall be construed and interpreted according to the laws of the State wherein the Premises is located. Whenever possible, each provision of this Mortgage shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Mortgage shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remaining provisions of this Mortgage. Nothing in this Mortgage, the Note or in any other agreement between the Mortgagor and the Mortgagee shall require the Mortgagor to pay, or the Mortgagee to accept, interest in an amount which would subject the Mortgagee to penalty under applicable law. In the event that the payment of any interest due hereunder or under the Note or any such other agreement would subject the Mortgagee to penalty under applicable law, then ipso facto the obligation of the Mortgagor to make such payment shall be reduced to the highest rate authorized under applicable law without penalty.

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