

rents, water charges or assessments, or to redeem from tax sale, or to pay such debts, claims and other charges, or to make such repairs, the receipt of the insurance company or of the proper tax official or of other payees, respectively, shall be conclusive evidence of the amount, validity, and the fact of payment thereof.

10. Mortgagor shall pay to Mortgagee all sums, including, without limitation, costs, expenses and reasonable agent's or attorney's fees (including, without limitation, attorney's fees in connection with appellate proceedings), which Mortgagee may expend or become obligated to pay: in any proceedings, legal or otherwise, in which mortgagee is made a party or in any proceedings, legal or otherwise, to prevent the commission of waste, to establish or sustain the lien of this mortgage or its priority, or to defend against liens, claims, rights, estates, easements, or restrictions, asserting priority to this mortgage; in payment, settlement, discharge, or release of any asserted lien, claim, right, easement, or restriction made upon advice of competent counsel that the same is superior to the lien of this mortgage; for title insurance, abstract of title or extension thereof; or in connection with any suit to enforce or foreclose this mortgage or to recover the Indebtedness and other sums hereby secured. All such sums so paid by Mortgagee shall bear interest at the rate of interest on the Indebtedness until paid, and for payment of such sums and interest, this mortgage shall stand as security.

11. All awards and payments heretofore and hereafter made for the taking of or injury to the premises, or any portion thereof, whether such taking or injury be done under the power of eminent domain or otherwise, are hereby assigned, and shall be paid, to Mortgagee to be applied as hereinafter set forth, and Mortgagee is hereby authorized to collect and receive the proceeds of such awards and payments and to give proper receipts and acquittances therefor, and Mortgagor hereby agrees to make, execute

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