

mortgage debt, whether due or not, and at Mortgagee's option such proceeds may be applied to the debt or released for repairing or rebuilding of the Mortgaged Property.

12. In the event of any condemnation for public use of, or injury to, any of the Mortgaged Property, all awards therefor allocable to Mortgagor after satisfying the requirements of the Prior Mortgage shall, at Mortgagor's option, be applied to repair or replacement of the Mortgaged Property or as a prepayment of the indebtedness secured hereby. No settlement for the damages sustained shall be made by Mortgagor without Mortgagee's prior written approval, which shall not be unreasonably withheld. Receipt by Mortgagee of any proceeds less than the full amount of the then outstanding debt shall not alter or modify Mortgagor's obligation to continue to pay the installments of principal, interest and other charges specified in the Note and herein.

13. Mortgagor will pay all taxes, assessments, water rates, and other governmental or municipal charges or impositions to the extent provision therefor has not been made by monthly payments as hereinbefore provided, before the same becomes delinquent or subject to interest or penalties.

14. Mortgagor will comply with all governmental and municipal laws and regulations affecting the Mortgaged Property.

15. If the Mortgagee is made or becomes a party to any suit or action, by reason of this Mortgage or the indebtedness hereby secured, the Mortgagor will pay all expenses incurred by the Mortgagee therein, including a reasonable attorney fee.

16. If Mortgagor defaults in its obligation to pay taxes, assessments, water rates and other governmental or municipal charges or impositions or in its obligation to obtain insurance or if it defaults in any of the covenants or agreements contained herein, or in the Note, then the Mortgagee may perform the same, and all expenditures made by the Mortgagee in so doing shall be added to the principal of this Mortgage, shall bear interest at the rate of Eighteen (18%) per cent per annum from the date of the advance, shall be due and payable to the Mortgagee upon demand, and, together with

0054

4328 RV.2