

the laws of the state in which the Property is located or any state in which any of such other collateral for the Obligations is situated and to the extent such fees and costs are actually paid or agreed to be paid, except such fees as are paid to a salaried employee of the Mortgagee, of the holder of the Obligations, or of a receiver.

30. Discontinuance of Action. The Mortgagee may from time to time, if permitted by law, take action to recover any sums, whether interest, principal or any other obligation or sums, required to be paid under this Mortgage or any other Loan Document as the same become due, without prejudice to the right of the Mortgagee thereafter to bring an action of foreclosure, or any other action, for a default or defaults by the Mortgagor existing when such earlier action was commenced. The Mortgagee may also foreclose this Mortgage for any portion of the Obligations and the lien of this Mortgage shall continue to secure the balance of the Obligations not then due. In case the Mortgagee shall have proceeded to enforce any right under this Mortgage or any other Loan Document and such proceedings shall have been discontinued or abandoned for any reason, then in every such case the Mortgagor and the Mortgagee shall be restored to their former positions and the rights, remedies and powers of all parties hereto shall continue as if no such proceedings had been taken.

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