

a partnership or business association, be dissolved or partitioned, or, if a trust, be terminated or expire; or

(vii) Should Mortgagor fail to keep, observe, perform, carry out and execute in every particular the covenants, agreements, obligations and conditions set out in this mortgage, or in the note, or in any other note, loan agreement or other document evidencing any other indebtedness of Mortgagor to Mortgagee (including any indebtedness of Mortgagee in which Mortgagee may have an interest, by participation or otherwise) or any instrument given as security for any such indebtedness;

then and thereupon Mortgagee may do any one or more of the following:

(i) Pay any sums in any form or manner deemed expedient by Mortgagee to protect the security of this instrument or to cure any event of default other than payment of interest or principal on Secured Indebtedness; make any payment hereby authorized to be made according to any bill, statement or estimate furnished or procured from the appropriate public officer to the party claiming payment without inquiry into the accuracy or validity thereof, and the receipt of any such public officer or party in the hands of Mortgagee shall be conclusive evidence of the validity and amount of items so paid, in which event the amounts so paid, with interest thereon from the date of such payment at the rate provided in the Note, shall be added to and become a part of the Secured Indebtedness and be immediately due and payable to Mortgagee; and Mortgagee shall be subrogated to any encumbrance, lien, claim or demand, and to all the rights and securities for the payment thereof, paid or discharged with the principal sum secured hereby or by mortgagee under the provisions hereof, and any such subrogation rights shall be additional and cumulative security to this instrument;

(ii) Declare the entire Secured Indebtedness immediately due, payable and collectible, without notice to Mortgagor, regardless of maturity, and, in that event, the entire Secured Indebtedness shall become immediately due, payable and collectible, and thereupon Mortgagee may institute foreclosure proceedings under the appropriate law. It is agreed that if any legal proceedings are instituted for the foreclosure of this mortgage, or if the Mortgagee should become a party to any suit involving this mortgage or the title to the Premises, all costs and expenses incurred by the Mortgagee, including a reasonable fee for Mortgagee's attorney, shall thereupon become due and payable immediately, as a part of the debt secured hereby and may be secured and recovered hereunder.

ARTICLE 11. Mortgagee shall have the right from time to time to sue for any sums, whether interest, principal or any installment of either or both, taxes, penalties, or any other sums required to be paid under the terms of this mortgage, as the sums become due, without regard to whether or not all of the Secured Indebtedness shall be due on demand, and without prejudice to the right of Mortgagee thereafter to enforce any appropriate remedy against the Mortgagor, including an action of foreclosure, or any other action, for a default or defaults by Mortgagor existing at the time such earlier action was commenced.

ARTICLE 12. The rights of Mortgagee, granted and arising under the clauses and covenants contained in this mortgage and the note, shall be separate, distinct and cumulative of other powers and rights herein granted and all other rights which Mortgagee may have in law or equity, and none of them shall be in exclusion of the others; and all of them are cumulative to the remedies for collection of indebtedness, enforcement of rights under mortgages, and preservation of security as provided at law. No act of Mortgagee shall be construed as an election to proceed under any one provision herein or under the note to the exclusion of any other provision, or any election of remedies to the bar of any other remedy allowed at law or in equity, anything herein or otherwise to the contrary notwithstanding. *th*

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