

affecting the Premises, and will not suffer or permit any violation thereof.

9. If Mortgagor fails to pay a claim, lien or encumbrance which is prior to the Mortgage or, when due, any tax or assessment or insurance premium, or to keep the Premises in repair, or shall commit or permit waste, or if there be commenced any action or proceeding affecting the Premises or the title thereto, then Mortgagee, at its option, may pay said claim, lien, encumbrances, tax, assessment or insurance premium, with right of subrogation thereunder, may procure such abstracts or other evidence of title as it deems necessary, may make such repairs and take such steps as it deems advisable to prevent or cure such waste, and may appear in any such action or proceeding and retain counsel therein, and take such action therein as Mortgagee deems advisable, and for any of said purposes Mortgagee shall be the sole judge of the legality, validity and priority of any such claim, lien, encumbrance, tax, assessment and premium, and of the amount necessary to be paid in satisfaction thereof.

10. Mortgagor will pay to Mortgagee, immediately on demand, all sums of money advanced by Mortgagee pursuant to this Mortgage, together with interest on each such advancement at the rate of Eighteen (18%) percent per annum, and all such sums and interest thereon shall be secured hereby.

11. If default be made in payment of any installment of principal or interest on said Note or any part thereof when due, or in payment when due, of any other sum secured hereby, for a period of ten (10) days after notice as set forth in the Note (Monetary Default); or should there be any default in performance of any of Mortgagor's obligations, covenants or agreements hereunder (Non-monetary Default) which remains uncured thirty (30) days after notice of such default (provided, that if such non-monetary default cannot be cured within such thirty (30) day period and Mortgagor shall diligently commence curing same during such period and continuously process same to completion, then said thirty (30)-day period shall be reasonably extended):

(a) All of the indebtedness secured hereby shall become and be immediately due and payable at the option of Mortgagee without further notice or demand which are hereby expressly waived, and this Mortgage may be foreclosed.

(b) Irrespective of whether Mortgagee accelerates the maturity of