

and documents for and in the name of the Borrower, and such Borrower hereby irrevocably appoints the Lender the agent and attorney-in-fact of Borrower so to do.

1.06. EXPENSES. Borrower will pay or reimburse Lender for all reasonable attorneys' fees, costs and expenses incurred by them in any legal proceeding or dispute of any kind in which either or both of them are made a party, or appear as a party plaintiff, defendant, or otherwise, affecting the indebtedness secured hereby, this Mortgage or the interest created herein, or Premises, including but not limited to the foreclosure of any condemnation action, involving Premises, or any action to protect the security hereof, and any such amounts paid by Lender shall be added to the indebtedness secured by this Mortgage.

1.07. PERFORMANCE BY LENDER OF DEFAULTS BY BORROWER. If the Borrower shall default in the payment of any tax, lien, assessment, or charge levied or assessed against the Premises, in the payment of any utility charge, whether public or private; in the payment of insurance premiums; in the procurement of insurance coverage and the delivery of the insurance policies required hereunder or in the performance or observance of any other covenant, condition or term of this Mortgage, then the Lender, at its option, may perform or observe the same, and all payments made for or costs incurred by such Lender in connection therewith, shall be secured hereby and shall be immediately repaid by the Borrower to the Lender with interest thereon. The Lender is hereby empowered to enter and to authorize others to enter upon the Premises or any part thereof for the purpose of performing or observing any such defaulted covenant, condition or term, without thereby becoming liable to the Borrower or any person in possession holding under such Borrower.

1.08. CONDEMNATION. If all or any part of the Premises shall be damaged or taken through condemnation (which term when used in this indenture shall include any damage or taking by any governmental authority and any transfer by private sale in lieu thereof), either temporarily or permanently, the Lender shall be entitled to all compensation, awards, and other payments or relief thereof and is hereby authorized, at its option, to commence, appear in and prosecute, in its own or in the Borrower's name, or compromise any claim in connection therewith. All such compensation, awards, damages, claims, rights of action and proceeds and the right thereto are hereby assigned by the Borrower to the Lender, who after deducting therefrom all its expenses, including attorneys' fees, may release any monies so received by it without affecting the lien of this Mortgage and may apply the same in such manner as such Lender shall determine, to the reduction of sums secured hereby and any balance of such monies then remaining shall be paid to the Borrower. The Borrower agrees to execute such further assignment of any compensation, awards, damages, claims, rights of action and proceeds as the Lender may require.

1.09. TRANSFER OF PREMISES. The Borrower shall not sell, transfer, pledge, hypothecate, convey or otherwise alienate or further encumber the Premises or any portion thereof or any interest