

of Trustee, or in any other case permitted by law in which attorneys' fees may be collected from Company or charged upon the Project, Company agrees to pay reasonable attorneys' fees.

5. CONTINUATION OF ABSTRACT. In the event of any default herein by Company, Trustee may, at the expense of Company, procure an abstract of title, or continuation thereof, for the Project, with interest upon such expense at the Late Payment Rate, as that term is defined in the Agreement.

6. ADVANCES OPTIONAL WITH TRUSTEE. It is expressly understood and agreed that if the insurance above provided for is not promptly effected, or if the taxes or special assessments assessed against the Project shall become delinquent, Trustee (whether electing to declare the whole mortgage due and collectible or not) may (but need not) effect the insurance above provided for, and need not, but may and is hereby authorized to pay said taxes and special assessments (irregularities in the levy or assessment of said taxes being expressly waived), and all such payments with interest thereon at the Late Payment Rate from time of payment shall be a lien against the Project.

7. ACCELERATION OF MATURITY AND FORECLOSURE. Upon the occurrence of an Event of Default (as that term is defined in the Agreement) under the Agreement and acceleration of payment of principal of and interest on the Bonds by Trustee pursuant to Section 9.02 of the Indenture, Trustee, or its successors or assigns, may at its option foreclose on this mortgage lien and upon commencement of foreclosure proceedings shall be entitled to have a receiver appointed to take possession and charge of the Project, and sell or lease the subject premises or any part thereof and collect, receive and sequester any rentals, earnings, income, revenues, payments or moneys therefrom (as may be permitted by law) and apply such amounts received, net after payment of Trustee's reasonable compensation, and compensation of its agents, counsel and any paying agents, and any taxes and assessments and other charges prior to the first mortgage lien created by this Mortgage which Trustee may deem it wise to pay, and such other reasonable and necessary expenses in connection with such foreclosure, to payment of principal of and interest on the Bonds in accordance with Section 9.02 of the Indenture. Any amounts held by Trustee as a result of such foreclosure in excess of the payment of the principal of and interest on all Bonds outstanding shall be paid to Company. Nothing