

cost, loss or damage in connection therewith. If Mortgagor fails to supply such bond within thirty (30) days after request therefor, Mortgagee may, without prejudice to any other remedies of Mortgagee, defend such suit or claim in Mortgagor's name or compromise the same, as Mortgagee may, in its sole judgment, determine, and Mortgagor will reimburse Mortgagee for all expenses, including attorneys' fees, incurred in so doing and for any amount paid or agreed to be paid by Mortgagee in settlement thereof or pursuant to any final order or judgment against Mortgagor.

(m) Books and Records. Mortgagor shall keep such books and records as will fairly and adequately reflect the financial results of development and operation of the Mortgaged Property and the financial position of Mortgagor, in accordance with generally accepted accounting principles, consistently applied, including all books and records required to be kept by any Legal Requirements. All such books and records shall be available for inspection by Mortgagee at Mortgagor's place of business at all reasonable times.

(n) Indemnity of Mortgagee. Mortgagor shall indemnify and hold harmless Mortgagee from and against any liability to third parties incurred as a result of any action taken or omitted by said Mortgagee in connection with this transaction or the Mortgaged Property pursuant to or not in violation of this instrument; provided, that this indemnity shall not apply to actions taken with respect to Mortgaged Property subsequent to sale thereof at foreclosure. In the event that Mortgagee takes possession of and operates the property at any time prior to foreclosure, Mortgagee may obtain liability insurance to protect Mortgagee against any such claim and claims arising from Mortgagee's own negligence, and Mortgagor shall reimburse Mortgagee for the cost of obtaining such insurance.

(o) Costs and Attorneys' Fees. Mortgagor shall pay all costs, including attorneys' fees, incurred by Mortgagee:

- in closing this transaction, including the preparation, execution and recording and keeping current of this instrument and the other Loan Documents whether at original closing or thereafter;
- in supervising, and in the event of default enforcing, compliance with all warranties, covenants, and conditions herein provided or provided in the other Loan Documents, including, but not limited to, enforcement by judicial proceeding;
- in taking possession of, operating, preparing for sale and selling the Mortgaged Property or any part thereof;
- in collecting the Secured Indebtedness or any part thereof which may be at any time due and unpaid (including collection from any guarantor thereof), including collection through bankruptcy, insolvency, probate, or other judicial proceeding, or otherwise; and
- in releasing the liens of this instrument and any other lien given in connection herewith upon final payment of the Secured Indebtedness.

(p) Execution of Additional Instruments. Mortgagor shall, when requested by Mortgagee, execute and deliver any other instruments which Mortgagee may require to correct any error herein, or in any instrument given in connection herewith, or to preserve or make effective the lien of this instrument or other liens given to secure the Secured Indebtedness.

2
19
9
0

4328 RV.2