

building and improvements, at one or more separate sales as provided by Section 9 of the Agreement (as hereinafter defined). One or more exercises of the powers herein granted shall not extinguish nor exhaust such powers, until the entire property is sold or the indebtedness secured hereby is paid in full.

(f) If any action or proceeding be commenced to which action or proceeding the Mortgagee is made a party by reason of this Mortgage, all sums paid by the Mortgagee for the expense of any litigation (including legal fees) shall be paid by the Mortgagor together with interest thereon from the date of payment at the Default Rate. All such sums paid and the interest thereon shall be immediately due and payable, shall be a lien on the Premises and shall be secured hereby, prior to any right, or title to, interest in or claim upon the Premises attaching or accruing subsequent to the lien of this Mortgage.

(g) The Mortgagor hereby warrants title to the Premises; and the Mortgagor further represents and warrants to the Mortgagee that (x) it has full power and authority to grant this Mortgage, (y) this Mortgage constitutes a valid and binding obligation of the Mortgagor and (z) this Mortgage creates and conveys the interests in the Premises it purports to create and convey.

(h) The Mortgagor shall not suffer or permit any mechanics, laborers, statutory or other liens to be created or to remain outstanding upon any part of the Premises; and if any such lien is created, the Mortgagor shall discharge the same of record by payment or bonding within thirty (30) days.

(i) In the event of any passage of any state, municipal, federal or other governmental law, order, rule or regulation subsequent to the date hereof in any manner changing or modifying the laws now enforced governing the taxation of mortgages, deeds of trust, deeds to secure debt or other security instruments, then the entire indebtedness secured by this Mortgage shall without notice become immediately due and payable at the option of the Mortgagee. The Mortgagor will not claim or demand or be entitled to any credit or credit on account of the indebtedness secured hereby for any Taxes, and no deduction shall otherwise be made or claimed from the taxable value of the Premises by reason of this Mortgage or such indebtedness. Notwithstanding the foregoing, if any such law, order, rule or regulation is passed, then the Mortgagor may pay the same on behalf of the Mortgagee, provided the same does not violate any applicable usury or other statute or law. If such payment is permitted and made, then the Mortgagee shall not accelerate the indebtedness.

(j) The Mortgagor hereby forever completely waives all redemption and homestead rights granted by statute or otherwise.

(k) The Mortgagor will not cause, commit or permit waste, nor cause or permit any building or improvement upon