

1.12 Expenses. Mortgagor shall pay or reimburse Mortgagee for all costs, charges, and expenses, including, without limitation, reasonable attorney's fees and disbursements, and costs incurred or paid by Mortgagee in any action which is threatened, pending, or completed or any proceeding or dispute in which Mortgagee is or might be made or appears as a party and which affects or might affect the Contract, or the Mortgaged Property or any part thereof, or the interests of Mortgagor or Mortgagee therein, including but not limited to the foreclosure of this Mortgage, condemnation involving all or part of the Mortgaged Property, or any action to protect the security hereof. All costs, charges, and expenses, except where Mortgagor and Mortgagee are adverse parties unless awarded by the Court, so incurred or paid by Mortgagee shall become due and payable immediately by Mortgagor, whether or not there be notice, demand, attempt to collect, or suit pending. The amounts so incurred or paid by Mortgagee, together with interest thereon at the Default Rate as hereinafter defined from the date incurred until paid by Mortgagor, shall be added to the indebtedness and secured by the lien of this Mortgage.

1.13 Mortgagee's Performance of Defaults. If Mortgagor fails to perform or observe timely any obligation, covenant, condition, or term in this Mortgage, the Contract, or in any other instrument securing the Contract, Mortgagee may at its option perform or observe the same, and all payments made (whether such payments are regular or accelerated payments) and costs and expenses incurred or paid by Mortgagee in connection therewith shall become due and payable immediately by Mortgagor. The amounts so incurred or paid by Mortgagee, together with interest thereon at the Default Rate as hereinafter defined from the date incurred until paid by Mortgagor, shall be added to the indebtedness and secured by the lien and security interest of this Mortgage. Nothing contained herein shall be construed as requiring Mortgagee to advance or expend monies for any purpose whatsoever. Mortgagee is hereby empowered to enter and to authorize others to enter upon the Mortgaged Property or any part thereof for the purpose of performing or observing any such actual or suspected defaulted obligation, covenant, condition, or term, without thereby becoming liable to Mortgagor or any person in possession holding under Mortgagor.