

Default Rate from the date of payment by Mortgagee shall be a further lien on the Mortgaged Premises, prior to any right or title to, interest in or claim upon the Mortgaged Premises attaching or accruing subsequent to the lien of this Mortgage, shall be deemed to be secured by this Mortgage, and shall be payable by Mortgagor to Mortgagee upon demand. In any action or proceeding to enforce this Mortgage or to recover or collect the indebtedness secured hereby, the provisions of law and of Article II hereof respecting the recovery of costs, disbursements and allowances shall prevail unaffected by this covenant.

11. If Mortgagor shall at any time fail to perform or comply with any of the terms, covenants or conditions required on Mortgagor's part to be performed and complied with under this Mortgage, the Loan Agreement, the Assignment and Security Agreement or the Franchise Agreement or cause the same to be performed, then Mortgagee, after 10 days' notice to Mortgagor (or without notice in case of any event which, unless immediate action is taken, may cause physical or structural damage to the Mortgaged Premises) and without waiving or releasing Mortgagor from any obligations of Mortgagor contained in this Mortgage may (but shall be under no obligation to), subject to the provisions of any of the aforesaid agreements:

(a) make any payments thereunder payable by Mortgagor and take out, pay for and maintain any of the insurance policies provided for therein, or

(b) perform any such other acts thereunder on the part of Mortgagor to be performed and enter upon the Mortgaged Premises for such purpose; provided that if Mortgagor shall, by notice to Mortgagee prior to the expiration of the 10 day period referred to above, advise Mortgagee that Mortgagor disputes and contests the necessity for, or propriety of, such action, subject to arrangements satisfactory to Mortgagee to prevent forfeiture or loss of, or damage or injury to the Mortgaged Premises or any part thereof, no such action shall be taken by Mortgagee during the period in which Mortgagor shall in good faith have commenced to cure or to contest such alleged failure or caused the curing of such alleged failure to be commenced and thereafter diligently and continually prosecuted to completion. All sums so paid and all reasonable costs and expenses incurred and paid by Mortgagee in connection with the performance of any such act, together with interest on unpaid balances thereof at the Default Rate from the respective dates of Mortgagee's making of each such payment, shall be added to the principal of the indebtedness secured hereby, shall be secured by the lien of this Mortgage, and shall be payable by Mortgagor to Mortgagee on demand.

12. Mortgagor, at any time upon request of Mortgagee, will execute, acknowledge and deliver all such additional papers and instruments and all such further assurances of title and will do or cause to be done all further