

any default or right arising from the breach by Borrower of any covenant or agreement contained herein or in the Note.

9. Rents and Profits. Borrower hereby assigns to Lender all future rents and profits from the premises as additional security for the payment of the indebtedness hereby secured and full performance of the undertakings of the Borrower hereunder. Lender is given a continuing lien thereon, and Borrower hereby appoints Lender his attorney to collect such rents and profits with or without suit and apply the same (less expenses of collection) to said indebtedness and the performance of said undertakings in such manner as Lender may desire. However, until default hereunder or under the Note secured hereby, Borrower may continue to collect and enjoy such rents and profits without accountability to Lender. This assignment shall be irrevocable and shall be in addition to other remedies herein provided for in event of default and may be put into effect independently of or concurrently with any of said remedies.

10. Late Charge. Lender may collect a late charge of 4% of each installment more than 15 days in arrears to cover the extra expense involved in handling delinquent payments.

11. Attorney's Fees. In the event that Borrower shall default in its obligations hereunder and in the opinion of Lender it becomes necessary or proper to employ an attorney to assist in the enforcement of collection of the indebtedness owed by Borrower to Lender or to enforce compliance by Borrower with any of the provisions herein contained, or in the event of the Lender voluntarily or otherwise shall become a party to any suit or legal proceeding (including a proceeding conducted under the Bankruptcy Act) to protect the property herein conveyed, to protect the lien of this Mortgage, to enforce collection of the indebtedness owed by Borrower to Lender, or to enforce compliance by Borrower with any of the provisions of the Note or those contained herein, Borrower agrees to pay a reasonable attorney's fee and all of the costs that may reasonably be incurred and such fees and costs shall be secured by this Mortgage and its payment enforced as if it were a part of the original debt. Borrower shall be liable for such reasonable attorney's fees and costs whether or not any suit or proceeding is commenced.

12. Anti-Marshalling Provisions. The right is hereby given by Borrower to Lender to make a partial release or releases of security hereunder (whether or not such releases are required by agreement among the parties) agreeable to Lender without notice to, or the consent, approval or agreement of other parties and interests, including junior lienors and purchasers subject to this lien, which partial release or releases shall not impair in any manner the validity of or priority of this Mortgage on the premises remaining hereunder. Notwithstanding the existence of any other security interests in the premises held by Lender or by any other party, Lender shall have the right to determine the order in which any or all of the premises shall be subjected to the remedies provided herein. Lender shall have the right to determine the order in which any or all portions of the indebtedness secured hereby are satisfied from the proceeds realized upon the exercise of the remedies provided herein. Borrower, any party who consents to this or who has actual or constructive notice hereof, hereby waives any and all right to require the marshalling of assets in connection with the exercise of any of the remedies permitted by applicable law or provided herein.