

09/15/1983

BOOK 1526 PAGE 255

period and the Mortgagor shall have commenced to cure such default within such fifteen (15) day period and thereafter diligently and expeditiously proceeds to cure the same, such fifteen (15) day period shall be extended for so long as it shall require for the Mortgagor in the exercise of due diligence to cure such default, but in no event shall such fifteen (15) day period be extended for more than sixty (60) days;

(j) if the Property shall become subject (i) to any tax lien, other than a lien for local real estate taxes and assessments not due and payable, or (ii) to any mechanic's, materialman's or other lien and such lien shall remain undischarged or unbonded for forty-five (45) days after notice of such matter by the Mortgagee to the Mortgagor; or

(k) if the Mortgagor shall enter into any mortgage or deed of trust covering all or any portion of the Property, other than as expressly provided pursuant to this Mortgage.

The Mortgagor shall not be deemed in default and the Mortgagee shall not have the foregoing remedies, so long as the Mortgagee is in default under any of its obligations under Section 22 or Section 23; provided however, that for purposes of this Section 18, the Mortgagee shall not be deemed to be in default under any such obligations if the sole default on the part of the Mortgagee is the failure to pay to the Mortgagor a liquidated amount which is less than the amount required at the time to be paid by the Mortgagor to the Mortgagee pursuant to the Note or this Mortgage.

19. Right to Cure Defaults. If default in the performance of any of the covenants of the Mortgagor herein occurs, the Mortgagee may, at its discretion and without releasing the Mortgagor from such obligation, to the extent permitted by law, remedy the same and for such purpose shall have the right to enter upon the Property or any portion thereof without thereby becoming liable to the Mortgagor or any person in possession thereof holding under the Mortgagor, or to pay or contest or compromise any encumbrance charge or lien which in the judgment of the Mortgagee may be prior or superior hereto. If the Mortgagee shall remedy such a default or appear in, defend, or bring any action or proceeding to protect its interest in the Property or to foreclose this Mortgage or collect the Note, the costs and expenses thereof (including reasonable attorneys' fees to the extent permitted by law), with interest at the "prime" rate announced from time to time by Bank of New England, N.A. or at the maximum interest rate which the Mortgagor may by law pay, whichever is lower (the "Cure Interest Rate"), for the period after notice from the Mortgagee that such costs or expenses were incurred to the date of payment to the Mortgagee, shall be added to the Note, shall be secured by this Mortgage and shall be due upon demand.

0. 25

4328 RV-2