

(b) Not more than three (3) such notices of the same type of default shall be provided in any one year that commences the first day of December and ends the last day of November, and,

(c) That if the event of default cannot be remedied or cured reasonably within thirteen (13) days after the posting of notice thereabout as aforesaid but remedial or curative action is commenced within such time and thereafter pursued diligently to completion, then said thriteen (13) day limitation shall be extended to permit the completion of such curative or remedial action unless Mortgagee in its reasonable discretion determines that such additional time will significantly impair the security for the mortgage indebtedness. Should any legal proceedings be instituted for foreclosure of this mortgage, or should the Mortgagee become a party to any suit or otherwise, all costs and expenses incurred by the Mortgagee, and a reasonable attorney's fee, shall thereupon become due and payable immediately or on demand, at the option of the Mortgagee, as a part of the debt secured hereby, and may be recovered and collected hereunder.

10. Mortgagor further agrees that it shall be considered in default of this mortgage if it becomes insolvent or makes an assignment for the benefit of creditors, or files a petition in bankruptcy, or is adjudicated bankrupt or if a receiver is appointed for Mortgagor or if the mortgaged premises shall be sold on judgment or execution processed by any sheriff or marshal or constable or other proper legal officer.

11. The granting of extension or extensions of time by the Mortgagee with respect to the performance of any provision of this mortgage or said note on the part of the Mortgagor to be performed, or the taking of any additional security, or the waiver by the Mortgagee or failure by the Mortgagee to enforce any provision of this mortgage or said note or to declare a default with respect thereto, shall not operate as a waiver of any subsequent default or defaults or affect the rights of the Mortgagee to exercise all rights or remedies stipulated herein and therein;

12. If the Mortgagee or its assigns shall become a party to any proceeding whatsoever, including condemnation proceedings instituted by any party authorized by law to file same, by reason of its status as Mortgagee herein, then all expense incurred by it in connection herewith, including attorney's fees, shall be added to the debt hereby secured and shall be immediately due and payable. That any award and all awards heretofore made and hereafter to be made by any governmental authority for any municipal, county, state, or federal authorities the present and all subsequent owners of the premises covered by the mortgage, including any award or awards, whether for a taking of title to, possession of, or part thereof or for any change or changes of grade of streets, affecting said premises, are hereby assigned to the Mortgagee or its assigns; and the Mortgagee at its option is hereby authorized, directed and empowered to collect and receive the proceeds of any such award or awards from the authorities making the same, and to give proper receipts therefor, and to apply the same toward the payment of the amount owing on account of the mortgage debt, notwithstanding the fact that the amount owing on account of the mortgage debt may not be then due and payable, and the Mortgagor hereby covenants and agrees to and with the Mortgagee upon receipt by the Mortgagee to make, execute and deliver any and all assignments and any other instruments sufficient for the purpose of assigning the aforesaid award or awards to the Mortgagee free, clear and discharge of any and all encumbrances of any kind or nature whatsoever;

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