

under the Note, the Loan Agreement and the lien of the Mortgage. Upon any failure by the Mortgagor so to do, the Mortgagee may make, execute and record any and all such instruments, certificates and documents for and in the name of the Mortgagor and the Mortgagor hereby irrevocably appoints the Mortgagee the agent and attorney in fact of the Mortgagor so to do.

SEVENTH: EXPENSES. The Mortgagor will pay or reimburse the Mortgagee for all reasonable attorney's fees, costs and expenses incurred by the Mortgagee in any proceedings involving the estate of a decedent or any insolvent, or in any action, legal proceeding or dispute of any kind in which the Mortgagee is made a party or appears as a party plaintiff or defendant affecting the indebtedness secured hereby, this Mortgage or the interest created herein or the premises, including, but not limited to, any action to foreclose this Mortgage, enforcement of payment of the Note secured hereby; any condemnation action involving the premises or any action to protect the security hereof; and any such amounts paid by the Mortgagee shall be added to the indebtedness secured by the lien of this Mortgage.

EIGHTH: ESTOPPEL AFFIDAVITS. The Mortgagor, upon ten days prior written notice, shall furnish the Mortgagee a written statement, duly acknowledged, setting forth the unpaid principal of, and interest on, the indebtedness secured hereby and whether or not any off-sets or defenses exist against such principal and interest.

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