

(b) The Mortgagor will pay to the Mortgagee, upon demand, all expenses, including receiver's fees, attorney's fees, costs and agent's compensation, incurred pursuant to the provisions contained in this Fourth paragraph of Article II.

FIFTH: DISCONTINUANCE OF PROCEEDINGS AND RESTORATION OF THE PARTIES. In case the Mortgagee shall have proceeded to enforce any right or remedy under this Mortgage by receiver, entry, foreclosure or otherwise, and such proceeding shall have been discontinued or abandoned for any reason or shall have been determined adversely to the Mortgagee, then and in every such case the Mortgagor and the Mortgagee shall be restored to their former positions and rights hereunder, and all rights, powers and remedies of the Mortgagee shall continue as if no such proceeding had been taken.

SIXTH: REMEDIES CUMULATIVE. No rights, power or remedy conferred upon or reserved to the Mortgagee by this Mortgage or by the Loan Agreement or the Note is intended to be exclusive of any other right, power and remedy, but each and every such right, power and remedy shall be cumulative and concurrent and shall be in addition to any other right, power and remedy given hereunder or now or hereafter existing at law or in equity or by statute.

ARTICLE III

FIRST: NATURE OF INSTRUMENT. This instrument is intended to operate and is to be construed as a real estate mortgage creating a second mortgage lien on the Mortgaged Property in favor

0.38

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