

DJH/61/jab  
4/9/84

if, within ninety days after the expiration of  
any such stay, such appointment shall not have  
vacated.

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ARTICLE V.

5.1 When the Indebtedness hereby secured shall become due, whether by acceleration or otherwise, the Mortgagee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree of sale all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee, or holders of the Note, for attorneys' fees, court costs, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication cost and all other expenses as Mortgagee or holders of the Note may deem reasonably necessary to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the Property. All expenditures and expenses of the nature of those mentioned in this section shall be additional indebtedness secured hereby and shall be immediately due and payable with interest thereon at the rate of three percent per annum in excess of the announced prime rate of THE FIRST NATIONAL BANK OF CINCINNATI when paid or incurred by Mortgagee or holders of the Note in connection with (a) a foreclosure proceeding; (b) any proceeding to which either of them shall be a party, either as plaintiff, claimant or defendant, by reason of this Mortgage or any indebtedness hereby secured; (c) preparations for the commencement of any suit for foreclosure hereof after accrual of such right to foreclosure whether or not actually commenced; or (d) preparation for the defense of or investigation of any threatened suit, claim or proceeding which might affect the Property or the security hereof, whether or not actually commenced.

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