

ARTICLE IV

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If mortgagor shall fail to pay any interest or amortization on any Prior Mortgage, or any real estate tax, assessment, or other governmental levy or charge or any imposition, or to make any other payment required to be paid by mortgagor under any Prior Mortgage at the time and in the manner provided, or if mortgagor shall fail to perform or observe any other term, covenant, condition or obligation required to be performed or observed by mortgagor under any Prior Mortgage, without limiting the generality of any other provision of this mortgage and without waiving or releasing mortgagor from any of its obligations, mortgagee shall have the right, but shall be under no obligation, to pay any such interest, amortization, tax, assessment, levy, charge, imposition, or other payment, and may perform any other act or take such action as may be appropriate to cause such other term, covenant, condition, or obligation to be promptly performed or observed on behalf of mortgagor, to the end that mortgagor's rights, in, to, or under any Prior Mortgage shall permit mortgagee to enter upon the mortgaged premises with or without notice and to do anything thereon or thereto which mortgagee shall deem necessary or prudent for such purpose.

If mortgagee shall make any payment or perform any act or take action in accordance with the preceding sentence, mortgagee, within sixty (60) days thereafter, will give mortgagor written notice of the making of any such payment, the performance of any such act or the taking of any such action. All moneys expended by mortgagee in connection therewith (including, but not limited to, legal expenses including reasonable attorneys' fees and disbursements), together with interest thereon at the same rate as is applicable to the principal sum due and owing to the mortgagee shall have, in addition to any other right or remedy of mortgagee, the same rights and remedies in the event of nonpayment of any such sums by mortgagor as in the case of a default by mortgagor in the payment of the indebtedness. If, pursuant to any Prior Mortgage, the mortgagor thereunder shall deliver a mortgagee a duplicate copy of any notice given to mortgagor, such notice shall be relied upon by mortgagee and shall constitute full protection to mortgagee for any action taken or omitted to be taken by mortgagee, in good faith, in reliance thereon.

ARTICLE V

To the extent allowable under law the mortgagor hereby assigns to the mortgagee all interest of the mortgagor in and to any surplus proceeds resulting from the foreclosure of any prior Mortgage.