

or indirectly, on this Mortgage or the Note, the Mortgagee shall have the right to give thirty (30) days' written notice to Red Roof, requiring the payment of the Mortgage debt. Notwithstanding anything herein to the contrary, it is understood and agreed that Red Roof shall not be required to pay any applicable income tax resulting from interest paid on the Note. If such notice be given, the said debt shall become due, payable and collectible at the expiration of said thirty (30) days; provided, however, that such election shall be ineffective if Red Roof is not prohibited by law from paying the whole of such tax, in addition to all other payments required hereunder, and if, prior to such specified date, Red Roof does pay such tax and agrees to pay any such tax when thereafter levied or assessed against the Mortgaged Property, and such agreement shall constitute a modification of this Mortgage.

Section 2.12. Indemnification for Legal Expenses. If any action or proceeding be commenced (except an action to foreclose this Mortgage or to collect a debt secured thereby), to which action or proceeding the Mortgagee is made a party and in which it becomes necessary in the opinion of such Mortgagee to defend and uphold the lien of this Mortgage, all sums paid by the Mortgagee for the expense of any litigation to prosecute and defend the rights and lien granted by this Mortgage (including reasonable counsel fees, costs and allowances) shall, together with per annum interest thereon at the rate equal to the Non-Default Rate (as defined in the Note), plus four percent (4%), be a further lien on the Mortgaged Property and secured by this Mortgage, and shall be collectible thereupon and thereby in like manner as the principal sum, and paid by Red Roof upon demand. Nothing in this paragraph contained shall be deemed to