

receiver, and in default thereof may be evicted by summary proceedings.

12. Mortgagor shall immediately pay or reimburse Mortgagee for all costs, charges and expenses, including reasonable attorneys' fees and disbursements, incurred or paid by Mortgagee for the purpose of collecting any money which may be due under this Mortgage, or to recover the Mortgaged Property, or to protect its interests therein by reason of the happening of an Event of Default, or in connection with any pending or completed action, appeal, proceeding or dispute in which Mortgagee is made a party or appears as a party plaintiff or party defendant and which affects or might affect the Note, this Mortgage or any other instrument securing the Note, or the Mortgaged Property or any part thereof, or the interests of Mortgagee or Mortgagee therein, including but not limited to, the foreclosure of this Mortgage, condemnation involving all or part of the Mortgaged Property or any action to protect the security hereof. All costs, charges and expenses so incurred or paid by Mortgagee shall become due and payable immediately. The amounts so incurred or paid by Mortgagee, together with interest thereon at the Default Rate (as hereinafter defined) from the date incurred until paid by Mortgagor, shall be added to the indebtedness and secured by the lien of this Mortgage. Mortgagee is hereby subrogated to any liens or any other encumbrances paid by Mortgagee to preserve its lien hereunder or otherwise paid on behalf of Mortgagor.

13. If Mortgagor defaults in the payment of any tax, assessment, encumbrance or other imposition, in its obligation to furnish insurance hereunder or in the performance or observance of any other covenant, condition or term in this Mortgage or in any other instrument securing the Note, subject to Mortgagor's right to receive notice thereof and to cure, Mortgagee may at its option perform or observe the same, and all payments made (whether such payments are regular or accelerated payments) and costs and expenses incurred or paid by Mortgagee in connection therewith shall become due and payable immediately, whether or not there be notice or demand. The amounts so incurred or paid by Mortgagee, together with interest thereon at the Default Rate as hereinafter defined from the date incurred until paid by Mortgagor, shall be added to the indebtedness and secured by the lien of this Mortgage. Nothing contained herein shall be construed as requiring Mortgagee to advance or expend monies for any purposes mentioned in this Paragraph, or for any other purpose. Mortgagee is hereby empowered to enter and to authorize others to enter upon the Mortgaged Property or any part thereof for the purpose of performing or observing any such defaulted covenant, condition or term, without hereby becoming liable to Mortgagor or any person in possession holding under Mortgagor.

14. (a) Mortgagor shall keep and maintain complete and accurate books and records of the earnings and expenses of the Mortgaged Property, and without expense to Mortgagee shall deliver to Mortgagee, within ninety (90) days after the close of each fiscal year of Mortgagor an annual report