

11. **Late Charge.** Mortgagee may collect a late charge of 4% for each installment more than fifteen (15) days in arrears to cover the extra expense involved in handling delinquent payments.

12. **Attorney's Fees.** In the event that Mortgagor shall default in its obligations hereunder and in the opinion of Mortgagee it becomes necessary or proper to employ an attorney to assist in the enforcement of collection of the indebtedness owed by Mortgagor to Mortgagee or to enforce compliance by Mortgagor with any of the provisions of the Loan Agreement or those herein contained, or in the event the Mortgagee voluntarily or otherwise shall become a party or parties to any suit or legal proceeding (including a proceeding conducted under the Bankruptcy Act) to protect the property herein conveyed, to protect the lien of this Mortgage, to enforce collection of the indebtedness owed by Mortgagor to Mortgagee, or to enforce compliance by Mortgagor with any of the provisions of the Loan Agreement, the Note, or those herein contained, Mortgagor agrees to pay a reasonable attorney's fee and all of the costs that may reasonably be incurred and such fees and costs shall be secured by this Mortgage and its payment enforced as if it were a part of the original debt. Mortgagor shall be liable for such reasonable attorney's fees and costs whether or not any suit or proceeding is commenced.

13. **Anti-Marshalling Provision.** The right is hereby given by Mortgagor to Mortgagee to make partial releases of security hereunder (whether or not such releases are required by agreement among the parties) agreeable to Mortgagee without notice to, or the consent, approval or agreement of other parties and interests, including junior lienors and purchasers subject to this lien, which partial release or releases shall not impair in any manner the validity of or priority of this Mortgage on the premises remaining hereunder, nor release Mortgagor from personal liability for the indebtedness hereby secured. Notwithstanding the existence of any other security interests in the premises held by Mortgagee or by any other party, Mortgagee shall have the right to determine the order in which any or all of the premises shall be subjected to the remedies provided herein. Mortgagee shall have the right to determine the order in which any or all portions of the indebtedness secured hereby are satisfied from the proceeds realized upon the exercise of the remedies provided herein. Mortgagor and any party who consents to this who has actual or constructive notice hereof hereby waives any and all right to require the marshalling of assets in connection with the exercise of any of the remedies permitted by applicable law or provided herein.

0.664

4328 (W.2)