

of any such materials or other property is prior to the lien of this Mortgage.

16. Mortgagee's Right to Perform Mortgagor's Covenants. (a) If the Mortgagor shall fail to fully and promptly pay, perform or observe any of the Obligations, then, in any such event, the Mortgagee may, at its option, but without any obligation to do so, and without waiving or releasing the Mortgagor from any of the Obligations, pay any Obligation or cost or perform any Obligation or act or take such action as the Mortgagee deems necessary or desirable in order to cause such Obligation to be paid, performed or observed, as the case may be. The Mortgagor hereby expressly grants to the Mortgagee, and agrees that the Mortgagee shall have, the absolute and immediate right to enter in and upon the Property or any part thereof to such extent and as often as the Mortgagee, in its sole discretion, deems necessary or desirable for such purpose. The Mortgagee may pay and expend such sums of money as the Mortgagee, in its sole discretion, deems necessary or desirable for any such purpose, and the Mortgagor hereby agrees to pay to the Mortgagee, on demand, all such sums so paid or expended by the Mortgagee, together with interest thereon from the date of each such payment or expenditure at the Default Rate (as defined in the Loan Agreement). All sums paid or expended by the Mortgagee pursuant to this Paragraph 16, and the interest thereon, shall be added to and included in the Obligations and shall be secured by the lien of this Mortgage.