

extend such sums or take such actions as mortgagee may deem necessary to protect its rights and remedies hereunder; and any sums so paid or extended shall be added to the indebtedness and obligations secured hereby and shall be secured by this mortgage and may be recovered with interest at the highest rate allowed by law but not exceeding eight percent per annum, in any suit for foreclosure of this mortgage. Any sums so paid with interest from the date of payment as above provided, shall be payable on demand and unless so paid, the mortgagee may, at its sole option, declare the entire indebtedness and obligations secured hereby immediately due and payable.

Mortgagor agrees that immediately upon any default under the Sublease, as defined therein, or if default be made in the full and prompt performance of any covenant or agreement contained herein and such default continues for twenty-five calendar days after such default, then on the happening of any one or more of these events, this conveyance shall become absolute and the whole indebtedness and obligations secured hereby shall immediately become due and payable, at the option of the mortgagee, without notice or demand, and this mortgage may thereupon be foreclosed.

Mortgagor agrees that the making of any payment by the mortgagee for any of the purposes herein permitted, shall in no event be construed as a waiver of the right to avail of any breach of covenant committed, and this mortgage may be foreclosed, at the option of the mortgagee, in accordance with the terms hereof, for any such default as if no such payment or advancement had been made. Failure of the mortgagee to declare the entire indebtedness due and payable on breach of any covenant shall not bar or abridge mortgagee's right to exercise such option at any time thereafter or on any subsequent default. It is expressly agreed that time is of the essence of this agreement.

Mortgagor agrees that it will, at all times, indemnify and,