

If any action or proceeding be commenced to which action or proceeding Mortgagee is made a party, or in which it becomes necessary to defend or uphold the lien of this Mortgage, all sums paid by Mortgagee for the expense of any litigation to prosecute or defend the rights or the lien created by this Mortgage (including reasonable counsel fees), shall be paid by Mortgagor, and any such sums shall become part of the Indebtedness, together with interest thereon at the highest rate applicable under the Note.

23. In order to accelerate the maturity of the Indebtedness because of the failure of Mortgagor to pay any tax, assessment, liability, obligation or encumbrance upon the Property as herein provided, it shall not be necessary nor requisite that Mortgagee shall first pay the same.

24. Any failure by Mortgagee to insist upon the strict performance by Mortgagor of any of the covenants, terms and provisions hereof shall not be deemed to be a waiver thereof and Mortgagee, notwithstanding any such failure, shall have the right thereafter to insist upon the strict performance by Mortgagor of any and all of the covenants, terms and provisions of this Mortgage to be performed by Mortgagor. Neither Mortgagor nor any other person now or hereafter obligated for the payment of the whole or any part of the Indebtedness shall be relieved of such obligation by reason of (i) the failure of Mortgagee to comply with any request of Mortgagor, or of any other person so obligated to take action to foreclose or otherwise enforce any of the provisions of this Mortgage or of any obligations secured thereby; or (ii) the release, regardless of consideration, of the whole or any part of the security held for the Indebtedness; or (iii) any agreement or stipulation between any subsequent owner or

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