

In the event that prior to the extinguishment of the indebtedness any claim under any hazard insurance policies had not been paid and distributed in accordance with the terms of this Mortgage, and any such claim shall be paid after the extinguishment of the indebtedness secured hereby, and the foreclosure of this Mortgage, or other transfer of title to the property covered hereby shall have resulted in extinguishing the indebtedness secured hereby for an amount less than the total of the unpaid principal balance together with accrued interest plus cost and disbursement at the time of the extinguishment of the indebtedness secured hereby, then and in that event that portion of payment in satisfaction of the claim which is equal to the difference between the total amount above referred to and the amount in extinguishment of the indebtedness secured hereby shall belong to and be the property of the Mortgagee and shall be paid to said Mortgagee, and Mortgagor hereby assigns, transfers and sets over to the Mortgagee all of the Mortgagor's right, title and interest in and to said sum.

17. That if there is a default in any of the terms, conditions or covenants of this Mortgage, or of the Note secured hereby, or of any other documents given as security for said Note, then, at the option of Mortgagee, all sums then owing by the Mortgagor to the Mortgagee shall become immediately due and payable, and this Mortgage may be foreclosed. Should any legal proceedings be instituted for the foreclosure of this Mortgage, or should the Mortgagee become a part of any suit involving this Mortgage or the title to the premises described herein, or should the debt secured hereby or any part thereof be placed in the hands of an attorney at law for collection by suit or otherwise, or should the Mortgagee be required to expend any other sums to maintain or protect its lien, all costs and expenses incurred by the Mortgagee and a reasonable attorney's fee, shall thereupon become due and payable immediately or on demand, at the option of the Mortgagee, as a part of the debt secured hereby, and may be recovered and collected hereunder.

18. Mortgagor agrees that the leasehold estate will not be surrendered during the life of the Mortgage and that the leasehold estate will not be modified, supplemented, altered or amended, either orally or in writing, without written consent of the Mortgagee.

19. The Mortgagor will not assign the rents or any part of the rents for the lease and sublease to anyone other than the Mortgagee.

20. In making disbursement of loan funds hereunder, Mortgagee is under no obligation or duty to, nor has Mortgagee represented that it will, see to the application of the proceeds and the failure of Mortgagee so to control the use of disbursements shall not defeat the subordination herein made in whole or in part.

21. In the event of any default in the payment of the indebtedness hereby secured, or any part thereof, or in any of the covenants or conditions of this Mortgage, at the option of the Mortgagee, without notice, the Mortgagee shall be entitled to immediate appointment of a receiver for the collection of the rents and profits from the mortgaged premises, and management thereof, during the pendency of any action instituted for the foreclosure of this Mortgage. This right of the Mortgagee shall be cumulative and its exercise shall not constitute a waiver of any of the other rights of the Mortgagee hereunder.

22. In the event a receiver is appointed for the Mortgagor hereunder, or if the Mortgagor is adjudged bankrupt or insolvent or makes an assignment for the benefit of his creditors, such event shall constitute an event of default hereunder.

23. Waiver by the Mortgagee of any default in the performance of any covenant herein required for payment of any amounts due hereunder shall not be construed as waiver by the Mortgagee of any other default hereunder, and the Mortgagee shall have all rights and remedies herein provided and which arise by operation of law in the event of such default.

24. That the covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.