be applied to the payment of installments of principal on the Note in inverse order of their due dates.

1.13 Actions Affecting the Security of this Mortgage. The Mortgagor shall appear in and contest any action or proceeding purporting to affect the security hereof or the rights or powers of the Mortgagee. If any action or proceeding affecting the Mortgaged Property or any part thereof shall be commenced, to which action or proceeding the Mortgagee is made a party or in which the right to use the Mortgaged Property or any part thereof is threatened or in which, in the opinion of the Mortgagee, it becomes necessary to defend or uphold the lien of this Mortgage, all sums paid by the Mortgagee in connection therewith, including reasonable attorneys' fees, shall be paid by the Mortgagor, together with interest thereon at the rate of twelve (12%) percent per annum, and any such sum and the interest thereon shall be a lien on the Mortgaged Property, prior to any right or title to, interest in, or claim upon the Mortgaged Property attaching or accruing subsequent to or otherwise subordinate to the lien of this Mortgage and shall be deemed to be secured by this Mortgage.

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Security of this Mortgage. If the Mortgagor fails to make any payment or to do any act as and in the manner provided for in this Mortgage or the Note secured hereby, the Mortgagee, in its own discretion, without obligation so to do and without notice to or demand upon Mortgagor and without releasing Mortgagor from any obligation, may make or do the same in such manner and to such extent