

BOOK 1611 PAGE 695

12

BOOK 1628 PAGE 394

1.11 Leases Affecting Mortgaged Property.

Mortgagor shall comply with and observe its obligations as landlord or lessor under all leases affecting the Mortgaged Property or any part thereof. Mortgagor, if requested by Mortgagee, shall furnish promptly to Mortgagee executed copies of all such leases now existing or hereafter created, all of which shall be in form and substance subject to the approval of Mortgagee. Mortgagor shall not, without the express written consent of Mortgagee, modify, surrender, terminate, or extend any such lease now existing or hereafter created, or permit or suffer an assignment or sublease. Mortgagor shall not accept payment of rent more than one month in advance without the prior written consent of Mortgagee.

1.12 Expenses. Mortgagor shall pay or reimburse Mortgagee for all costs, charges, and expenses, including, without limitation, reasonable attorneys' fees and disbursements, and costs incurred or paid by Mortgagee in any action which is threatened, pending, or completed or any proceeding or dispute in which Mortgagee is or might be made or appears as a party and which affects or might affect the Note, or the Mortgaged Property or any part thereof, or the interests of Mortgagor or Mortgagee therein, including but not limited to the foreclosure of this Mortgage, condemnation involving all or part of the Mortgaged Property, or any action to protect the security hereof. All costs, charges and expenses, except where Mortgagor and Mortgagee are adverse parties unless awarded by the Court, so incurred or paid by Mortgagee shall become due and payable immediately by Mortgagor, whether or not there be notice, demand, attempt to collect or suit pending. The amounts so incurred or paid by Mortgagee, together with interest thereon at the rate of 18% per annum from the date incurred until paid by Mortgagor, shall be added to the indebtedness and secured by the lien of this Mortgage.

1.13 Mortgagee's Performance of Defaults. If Mortgagor fails to perform or observe timely any obligation, covenant, condition, or term in this Mortgage, the Note or in any other instrument securing the Note, Mortgagee at its option may perform or observe the same, and all payments made (whether such payments are regular or accelerated payments) and costs and expenses incurred or paid by Mortgagee in connection therewith shall become due

0.394

4328 RV.21