

Mortgage. Upon failure by Mortgagor so to do, Mortgagee may make, execute, record, file, re-record or re-file any and all such Mortgages, instruments, certificates and documents for and in the name of Mortgagor, and Mortgagor hereby irrevocably appoints the person then holding the office of President of Mortgagee the agent and attorney-in-fact of Mortgagor so to do. Any expense of Mortgagee in connection therewith shall be added to the principal amount owing hereunder and shall be secured hereby.

13. Mortgagor forthwith will reimburse Mortgagee, upon demand, for all expenses, including attorneys' reasonable fees, incident to the enforcement, protection and preservation of all the rights of Mortgagee under the Note or this Mortgage. The amount of any expenses shall be deemed part of the debt hereby secured and recoverable as such in all respects.

14. This Mortgage shall also secure Mortgagee for such further sums as may be advanced hereafter, at the option of Mortgagee, for the payment of taxes, insurance premiums, public assessments, repairs or other purposes provided herein. All sums so advanced or amounts owing shall bear interest at the same rate as the Mortgage debt and shall be payable on demand of Mortgagee, unless otherwise provided in writing, and the lien of this Mortgage securing such advances shall be superior to the rights of the holder of any intervening lien or encumbrance.

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15. The Note shall become immediately due and payable, without notice or demand, (i) upon the voluntary filing of a petition for appointment of a receiver, or upon the appointment of a receiver in an involuntary petition, for Mortgagor or for any of its property; (ii) the filing of a petition in insolvency or under any Chapter of the Bankruptcy Act, as amended, by or against Mortgagor, or (iii) the making of an assignment for the benefit of Mortgagor's creditors. At its option, Mortgagee is authorized to declare the Note immediately due and payable upon the happening of any of the following events, provided that the events set forth in subparagraphs (c) to (f) hereof, inclusive, shall not have been cured by Mortgagor within ten (10) days after the mailing of notice thereof by Mortgagee to Mortgagor:

(a) default in the payment of any installment of principal or interest on the Note;

(b) default in the payment of any tax or assessment, continuing for sixty (60) days after the same becomes due and payable, provided, however, this shall not apply where Mortgagor has secured an extension of time for payment or has been given the right to make payment in installments, nor in case where it shall in good faith contest the validity of any tax or assessment.

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(c) non-performance by Mortgagor of any provision, agreement, covenant, term or condition of the Note or of the Loan and Security Agreement ~~or of the Assignment~~, or of this Mortgage, on the part of Mortgagor to be performed, other than those covered in subparagraphs (a) and (b) immediately above;

(d) the reorganization or merger or consolidation of Mortgagor (or the making of any agreement therefor) without the prior written consent of Mortgagee, which shall not be unreasonably withheld;

(e) Mortgagor's failure to account, to the satisfaction of Mortgagee, at such time or times as it may require, for any of the Property covered by this Mortgage;

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