10

Û١

0

shall, at the option of the Mortgagee, become immediately due and payable.

- 20. If at any time or times during the existence of the indebtedness secured hereunder the property herein described shall be sold or transferred without the written consent of the Mortgagee, which consent will not be unreasonably withheld, the Mortgagee may at its option, and without notice, declare the entire indebtedness secured hereby immediately due and payable.
- 21. The holder may collect a "late charge" not to exceed an amount equal to four (4%) percent of any installment which is not paid within Fifteen (15) days of the due date thereof to cover the extra expense involved in handling delinquent payments, provided that collection of said late charge shall not be deemed as a waiver by the holder of any of its other rights under this Mortgage and the aforesaid Note.
- 22. Should any bankruptcy, reorganization, receivership, liquidation or similar proceeding be instituted by or against the Mortgagor, or should Mortgagor make an assignment for the benefit of its creditors, then the entire principal and accrued interest secured hereby, shall at the option of the Mortgagoe and without notice to the Mortgagor, become immediately due and payable.
- 23. In the event of precipitation of the indebtedness by reason of non-payment, breach of any covenant or agreement, or other default, the Mortgagor covenants to pay, in addition to all other amounts due, an amount equal to the prepayment premium which would have been payable if the indebtedness had been paid in full on the date when the right of precipitation occurred.
- 24. Mortgagor will within five (5) days, upon request in person, or within ten (10) days, upon request by mail, furnish a written statement duly acknowledged of the amount due on this Mortgage and whether any offsets or defenses exist against the mortgage debt.
- 25. Mortgagee may correct any default under the terms of this mortgage without waiving it, or waive a default without waiving any prior or subsequent default.
- 26. If any of the proceeds of the loan made by Mortgagee to Mortgagor, the repayment of which is secured hereby, or if any money paid or advanced by Mortgagee, is used directly or indirectly to pay off, discharge, or satisfy in whole or in part any prior lien or encumbrance on the mortgaged premises, or any part thereof, then mortgagee shall be subregated to any additional