

8.4 Certain Additional Powers of Mortgagee: Sale No Affect on Liability. Without affecting the liability of any other person liable for the payment or performance of any obligation secured hereby and without affecting the lien or charge of this Mortgage upon any portion of the Premises not then or theretofore released as security for all unpaid or unperformed obligations secured hereby, Mortgagee may from time to time and without notice (a) release any person so liable, (b) extend the maturity or alter any of the terms or any such obligation, (c) grant other indulgences, (d) release or reconvey, or cause to be released or reconveyed any parcel, portion or all of the Premises, (e) take or release any other or additional security for any such obligations, or (f) make compositions or other arrangements with debtors in relation thereto. No sale of the Premises shall in anywise affect the liability of any party to the Note, or any person liable or to become liable with respect to the secured indebtedness.

8.5 Mortgagor's Duty to Defend and Pay Expenses. Mortgagor, at its sole expense, will appear in and affirmatively defend all actions or proceedings purporting to affect the security hereof or any right or power of Mortgagee hereunder. Mortgagor shall save the Mortgagee harmless from all costs and expenses, including but not limited, to reasonable attorney fees, costs of title search, continuation of abstract(s) and preparation of survey incurred by reason of any action, suit, proceeding, hearing, motion or application before any court or administrative body in which the Mortgagee may be or become a part by reason of this Mortgage, including but not limited to condemnation, bankruptcy, and administrative proceedings, as well as any other of the foregoing where a proof of claim is by law required to be filed, or in which it becomes necessary to defend or uphold the terms or lien of this Mortgage. Mortgagee, in its sole discretion, may appear in and defend any such action of proceeding, and Mortgagee is authorized to pay, purchase or compromise on behalf of Mortgagor any encumbrance or claim which in its judgment appears to or purports to affect the security hereof or to be superior hereto. Mortgagor will pay on demand all sums so expended and all costs and expenses, including attorney's fees, incurred in any such action by Mortgagee, with interest thereon from the date of expenditure at the maximum lawful contract rate. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for attorney's fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs, and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, title insurance policies, Torrens' Certificates and similar data and assurances with respect to the title as Mortgagee may deem reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the Premises. All expenditures and expenses of the nature in this paragraph mentioned and collection efforts regarding Mortgage payments, costs of exercising Assignment of Rents and Profits or Leases as well as recordkeeping costs resulting therefrom and such expenses and fees as may be incurred in the protection of said Premises and the maintenance of the lien of this Mortgage, including the fees of any attorneys employed by Mortgagee in any litigation or proceeding affecting this Mortgage, said Note or said Premises, including appellate, probate and bankruptcy proceeds, or in preparations for the commencement or defense of any proceeding or

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