

therein as Mortgagee deems advisable, and for any of such purposes Mortgagee may advance such sums of money as it deems necessary. Mortgagee shall be the sole judge of the legality, validity and priority of any such claim, lien encumbrance, tax, assessment, and premium, and of the amount necessary to be paid in satisfaction thereof. Mortgagor will pay to Mortgagee, immediately and without demand, all sums of money advanced by Mortgagee pursuant to this paragraph, together with interest on each such advance at the rate of 12% per annum, and all such sums and interest thereon shall be secured hereby.

35. Mortgagor shall permit Mortgagee, or the agent or agents or Mortgagee, at all reasonable times* to make investigation or examination concerning the performance by Mortgagor of its obligations under this mortgage and to have access to any and all of the buildings and improvements forming part of the mortgaged property for the purpose of inspecting or protecting the same. Mortgagor shall take all reasonable steps, including legal proceedings, to protect its own right, title, and interest in any of the mortgaged property and to enable Mortgagee to defend the interests or Mortgagee therein.

36. The Mortgagee may, at its option to be exercised by thirty (30) days' written notice to the Mortgagor, require the deposit by the Mortgagor, at the time of each monthly payment of an installment of interest and principal under the note, of an additional amount sufficient to discharge Mortgagor's obligations for real estate taxes and insurance coverage when they become due. The determination of the amount so payable and of the fractional part thereof to be deposited with the Mortgagee, so that the aggregate of the monthly deposits shall be sufficient for this purpose, shall be made by the Mortgagee in its sole discretion.

Such amounts shall be held by the Mortgagee without interest and applied to the payment of the items in respect to which such amounts were deposited or, at the option of the Mortgagee, to the payment of said items in such order or priority as the Mortgagee shall determine, on or before the respective dates on which the same of any of them would become delinquent. If, one month prior to the due date of the aforementioned amounts, the amount then on deposit therefor shall be insufficient for the payment of such item in full, the Mortgagor, within ten (10) days after demand,

shall deposit the amount of the deficiency with the Mortgagee.

Nothing in this section contained shall be deemed to affect any right or remedy of the Mortgagee under any provisions of this mortgage or of any statute or rule or law to pay any such amount and to add the amount so paid together with interest at the legal rate to the indebtedness hereby secured.

37. To the extent permitted by law, the rights and remedies provided for herein, or which Mortgagee may have otherwise, at law or in equity (including but not limited to the right to damages by reason of Mortgagor's failure to keep, observe, and perform any of the covenants, conditions or agreements contained in this mortgage), shall be distinct, separate, and cumulative, and shall not be deemed to be inconsistent with each other, and none of them, whether or not exercised by Mortgagee shall be deemed to be in exclusion of any other, any two or more or all of such rights and remedies may be exercised at the same time.

*and upon 24 hourse written notice,

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