

Borrower to make the necessary restoration or repairs. Lender is hereby empowered, in the name of Borrower, to receive and give acquittance for or to appeal from any such award, judgment or decree whether it be joint or several.

7. Other Liens. That Borrower will pay when due any indebtedness which may be secured by lien or charge on the Property or any part thereof or interest therein, and upon request exhibit satisfactory evidence to Lender of the discharge of any such lien or charge.

8. Right to Inspect. That Lender is hereby given the right of entry on the Property at any reasonable time for the purpose of inspecting said property.

9. Compliance with Governmental Regulations. That Borrower will comply with all the laws, acts, rules, regulations and orders of any federal, state, municipal, legislative, administrative or judicial body, commission or office exercising any power of regulation or supervision over Borrower or the Property for the construction, use or operation thereof; provided, however, that Borrower may contest any such law, act, rule, regulation or order in any reasonable manner which will not affect the interest of Lender to any part of the Property.

10. Performance of Defaulted Covenants. That Lender may, at its option, even after default by Borrower or after maturity of the indebtedness secured hereby, make any payment or perform any defaulted covenant, agreement or act of Borrower hereunder or under any other agreements securing, evidencing or relating to the indebtedness secured hereby, and any monies advanced by Lender for such purpose shall bear interest at the default rate provided for in said Note and shall thereupon become a part of the indebtedness secured hereby (even if in excess of the face amount of the above-described Promissory Note) and shall be immediately due and payable without notice.

11. Payment of Lender's Expenses. That Borrower agrees to and will promptly pay all costs, charges and expenses incurred by Lender, including reasonable attorney's fees arising out of or in connection with any action, proceeding or hearing, in any way affecting or relating to the Property, the above-described Promissory Note, this Mortgage, or any other agreement securing, evidencing or relating to the indebtedness secured hereby, including but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent estate, foreclosure or lien assertion or enforcement. Such sums shall bear interest at the rate stated herein from the date of disbursement until the date of payment thereof by Borrower. Nothing herein shall require Lender, however, to incur any expense or take any action hereunder.

12. Defaults. That in the event of

(a) default in the timely payment of the indebtedness secured hereby, or any part thereof (unless cured within any applicable grace period); or

(b) breach or violation by Borrower of the obligations of the Loan Agreement or of any of the other covenants or agreements contained therein or herein (unless cured within any applicable grace period); or

(c) breach or violation by Borrower of any of the covenants or agreements contained in any other document securing, evidencing or relating to the indebtedness secured hereby (unless cured within any applicable grace period);

the whole of the indebtedness secured hereby and the interest thereon may at once, at the option of Lender, be declared due and payable, without notice or demand which are hereby expressly waived, and this Mortgage may be foreclosed. Lender shall be entitled to collect in such foreclosure proceedings all sums secured by this Mortgage, together with expenses of foreclosure, including but not limited to, reasonable attorney's fees, and cost of legal services of foreclosure papers, documentary evidence, abstract and title reports, all of which shall be additional sums secured by this Mortgage.