

SIXTH: EXPENSES. The Mortgagor will pay or reimburse the Mortgagee for all reasonable attorney's fees, costs, and expenses incurred by the Mortgagee in any proceedings involving the estate of a decedent or any insolvent, or in any action, legal proceeding or dispute of any kind in which the Mortgagee is made a party or appears as a party plaintiff or defendant affecting the obligation secured hereby, this Mortgage or the interest created herein or the premises, including, but not limited to, any action to foreclose this Mortgage, enforcement of Lease Payments under the Lease secured hereby; any condemnation action involving the premises or any action to protect the security hereof; and any such amounts paid by the Mortgagee shall be added to the obligation secured by the lien of this Mortgage.

SEVENTH: ESTOPPEL AFFIDAVITS. The Mortgagor, upon ten days prior written notice, shall furnish the Mortgagee a written statement, duly acknowledged, setting forth the balance of the Lease Payments secured hereby and whether or not any off-sets or defenses exist against such remaining Lease Payments.

EIGHTH: PERFORMANCE BY MORTGAGEE OF DEFAULTS BY MORTGAGOR. If the Mortgagor shall default in the payment of any tax lien, assessment or charge levied or assessed against the Mortgaged Property or any part thereof; in the payment of