Premises, against this Mortgage, or against the indebtedness
or undertakings secured hereby, or against any interest of
the Mortgagee in the Premises, then, unless such tax be
promptly paid by the Mortgagor and, in any event, if payment
of such tax by the Mortgagor is prohibited by law, the
entire indebtedness secured hereby shall, at the option of
the Mortgagee, become immediately due and payable and, in
the event payment of such indebtedness is not made by the
Mortgagor forthwith, the Mortgagee may take, or cause to be
taken, such action or proceeding as may be taken hereunder
in the case of any other default in the payment of the
indebtedness secured hereby; provided, that in respect to
any taxes on the Mortgagee's interest in the Premises, or in
this Mortgage, or in the indebtedness secured hereby, the
Mortgagor shall not be required or bound to pay any amount
which together with interest on the indebtedness secured,
shall exceed the maximum interest rate allowed by applicable
and enforceable law.

13.   That TIME IS OF THE ESSENCE of this Mortgage.   No
waiver of any obligation hereunder or of any obligation
secured hereby shall at any time thereafter be held to be a
waiver of the terms hereof or of the terms of the Mortgage
Note secured hereby.

14.   RIGHTS CUMULATIVE.   That the rights of the Mortgagee
granted and arising under this Mortgage, the Mortgage Note,
or any other instrument or agreement existing between the
Mortgagor and the Mortgagee shall be separate, distinct, and
cumulative of other powers and rights herein granted and of
all other rights which the Mortgagee may have in law or
equity, and none of them shall be in exclusion of any other.
No act of the Mortgagee shall be construed as an election to
proceed under any one (1) provision herein, or under the
Mortgage Note, or under any such other instrument or agreement,
to the exclusion of any other provisions, or an election of
remedies to the bar of any other remedy allowed in law or
equity.

15.   NOTICE.   That every provision for notice and
demand or request hereunder by the Mortgagee shall be deemed

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