

employees by it engaged and employed, Mortgagee shall apply the monies arising as aforesaid, first, to the payment of the principal of the Note and the interest thereon, when and as the same shall become payable and second, to the payment of any other sums required to be paid by Mortgagor under this Mortgage.

(e) Mortgagee shall have the right from time to time to take action to recover any sums, whether interest, principal or any installment of either, or any other sums required to be paid under the terms of this Mortgage, as the same become due without regard to whether or not the principal sum secured, or any other sums secured, by the Notes and this Mortgage shall be due, without prejudice to the right of Mortgagee thereafter to bring an action of foreclosure, or any other action, for a default or defaults by Mortgagor existing at the time such earlier action was commenced. No remedy conferred upon or reserved to Mortgagee herein or in the Note is intended to be exclusive of any other remedy given to Mortgagee now or hereafter existing at law or in equity or by statute. No delay or omission of Mortgagee to exercise any right or power accruing upon any event of default herein, or in the Notes, shall impair any such right or power, or shall be construed to be a waiver of any such event of default or an acquiescence therein; and every power and remedy given by this Mortgage or the Notes to Mortgagee may be exercised from time to time as often as may be deemed expedient by Mortgagee. Nothing in this Mortgage or in the Notes shall affect the obligation of Mortgagor to pay the principal of, and interest on, the Notes in the manner and at the time and place therein expressed.

(f) In the case of a sale of the Mortgaged Property, the Mortgaged Property may be sold, in one or more parcels, together with any or all personal property located thereon or therein (or intended to be located thereon or therein) on or in which Mortgagee may now or hereafter have a lien or security interest.

### 13. RIGHT TO INSPECT

Mortgagee or its agents or representatives may make such inspections of the Mortgaged Property as Mortgagee may deem necessary or desirable, at all reasonable times.

### 14. COSTS OF LITIGATION

If any action or proceeding is commenced with respect to this Mortgage, the Mortgaged Property, the Notes or the transactions contemplated hereby, to which action or proceeding Mortgagee is made a party, or in which it becomes necessary to defend or uphold the lien and interest of this Mortgage, all sums paid by Mortgagee for the expense of any litigation to prosecute or defend the rights, lien and security interest created by this Mortgage (including reasonable attorneys' fees) shall be paid by Mortgagor, together with interest thereon at the highest rate of interest permitted by law, and any such sums and the interest thereon shall be a lien and security interest on the Mortgaged Property and shall be secured hereby.

### 15. MISCELLANEOUS

(a) The rights of Mortgagee arising under the provisions and covenants contained in this Mortgage, and the Notes and in any other documents securing the Indebtedness or any part thereof shall be separate, distinct and cumulative and none of them shall be in exclusion of the others and no act of Mortgagee shall be construed as an election to proceed under any one provision herein or in such other documents to the exclusion of any other provision, anything herein or otherwise to the contrary notwithstanding.

(b) A waiver in one or more instances of any of the terms, covenants, conditions or provisions hereof or of the Notes or