

(c) All court costs, attorneys' fees, appraisers' fees, expenditures for documentary and expert evidence, stenographer's charges, publication costs and costs (which may be estimated as items to be expended after entry of the decree) of procuring all abstracts of title, title searches and examinations, title guarantee policies and similar data with respect to title, as Mortgagee may deem necessary. All expenditures and expenses of the type mentioned in this subparagraph (c) shall become so much additional indebtedness secured hereby and immediately due and payable, with interest at seven per centum (7%) per annum, when paid or incurred by Mortgagee, in connection with (i) any proceeding, including probate and bankruptcy proceedings, to which Mortgagee shall be party, either as plaintiff, claimant or defendant, by reason of this Mortgage or any indebtedness hereby secured; or (ii) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (iii) preparations for the defense of any threatened suit or proceeding which might affect the premises or the security hereof whether or not actually commenced. The proceeds of any foreclosure shall be distributed and applied to the items described in subparagraphs (a), (b) and (c) in order of priority inversely to the manner in which said subparagraphs are above listed and any surplus of the proceeds of such sale shall be paid to Mortgagor.

18. No remedy or right of Mortgagee shall be exclusive of but shall be in addition to every other remedy or right now, or hereafter, existing at law or in equity. No delay in exercising or omission to exercise, any remedy or right, accruing on any default, shall impair any such remedy or right, or shall be construed to be a waiver of any such default, or acquiescence therein, nor shall it affect any subsequent default of the same or a different nature. Every such remedy or right may be exercised concurrently or independently, and when and as often as may be deemed expedient by Mortgagee.

19. Within ninety days after the close of Mortgagor's fiscal year, Mortgagor shall deliver to Mortgagee a detailed operating statement covering the subject property in the form customarily used for similar operations and certified as correct by the Mortgagor.

20. Should Mortgagor and Mortgagee hereafter enter into any agreement modifying or changing the terms of this Mortgage or the Note secured hereby in any particular, the rights of the parties to such agreement shall be superior to the rights of the holder of any intervening lien or encumbrance.

21. Without affecting the liability of any person (other than any person released pursuant hereto) for payment of any indebtedness secured hereby, and without affecting the lien hereof upon any property not released pursuant hereto, Mortgagee may at any time and from time to time, without notice:

(a) Release any person liable for payment of any indebtedness secured hereby.

(b) Renew the indebtedness, or extend the time, or agree to alter the terms of payment of any of the indebtedness.

(c) Accept additional security of any kind.

(d) Release any property securing the indebtedness.

(e) Consent to the making of any map or plat of the premises, or the creation of any easements thereon or any covenants restricting use or occupancy thereof.