

4. Preservation and Maintenance of Property. Mortgagor shall keep the Property in good repair and shall not permit or commit waste, impairment, or deterioration of the Property.

5. Protection of Mortgagee's Security. If Mortgagor fails to perform the covenants and agreements contained in this Mortgage or in any mortgage superior in lien to this Mortgage, then Mortgagee at Mortgagee's option may disburse such sums and take such action as is necessary to protect Mortgagee's interest, including, but not limited to, disbursements of reasonable attorney's fees and entry upon the Property to make repairs or to perform any other obligations of Mortgagor. Any amounts disbursed by Mortgagee pursuant to this paragraph, with interest thereon, shall be secured by this Mortgage. Such amounts shall be payable upon notice from Mortgagee to Mortgagor requesting payment thereof, and shall bear interest from the date of disbursement at the same rate of interest payable with respect to overdue principal of the Note unless payment of interest at such rate would be contrary to applicable law in which event such amounts shall bear interest at the highest rate permissible by applicable law. Nothing contained in this paragraph shall require Mortgagee to incur any expense or do any act hereunder.

Mortgagee shall be subrogated to all right, title, lien or equity of all persons to whom it may have paid monies in settlement of liens, charges or in acquisition of title of, or for, Mortgagor's benefit hereunder, or for the benefit and account of Mortgagor at the time of making the loan evidenced by the Note or subsequently under any of the provisions herein.

6. Inspection. Mortgagee may make or cause to be made reasonable entries upon and inspections of the Property, provided that Mortgagee shall give Mortgagor reasonable notice prior to any such inspection.