

and all assignments and other instruments sufficient for the purpose of assigning the aforesaid award and awards to the Mortgagee free, clear and discharged of any and all encumbrances of any kind and nature whatsoever.

7. That if any action or proceeding be commenced, excepting an action to foreclose this Mortgage or to collect the indebtedness hereby secured, to which action or proceeding the Mortgagee is made a party by reason of the execution of this Mortgage or the Note which it secures, or in which the Mortgagee deems it necessary to defend, uphold or assert the lien of this Mortgage or the priority thereof or possession of said premises, all sums paid by the Mortgagee for expenses, including attorneys' fees, incurred in any such action or proceeding shall be repaid by the Mortgagor, together with interest thereon from date of payment at 10% per annum, and any such sum and the interest thereon shall be immediately due and payable, and shall be secured hereby with the benefit of the lien hereby created and of its priority.

8. No forbearance on the part of the Mortgagee or its assigns and no extension of the time for the payment of the debt hereby secured given by the Mortgagee or its assigns shall operate to release, discharge, modify, change or affect the original liability of the Mortgagor herein either in whole or in part.

9. That it will pay all sums, the failure to pay which may result in the acquisition of a lien prior to the lien of this Mortgage, before such a prior lien may attach.

10. The Mortgagor agrees that it will pay to the Mortgagee, to the extent requested by the Mortgagee, on dates upon which interest is payable, such amounts as the Mortgagee from time to time estimates as necessary to create and maintain a reserve fund from which to pay before the same become due, all taxes, assessments, liens and charges on or against the property hereby mortgaged, and premiums for insurance as are herein covenanted

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