

16. Borrower to Pay Indebtedness on Any Default in Payment; Application of Monies by Lender.

(a) If default shall be made in the payment of any amount due under the Revolving Credit Note, the Term Note, or other indebtedness secured hereby, or an Event of Default occurs under the terms of this Mortgage or the Loan Agreement, then, upon Lender's demand, Borrower will pay to Lender the whole amount due and payable under the Revolving Credit Note, the Term Note, or any other indebtedness secured hereby, and all other sums secured hereby; and if Borrower shall fail to pay the same forthwith upon such demand, Lender shall be entitled to sue for and to recover judgment for the whole amount so due and unpaid, together with costs and expenses, including the reasonable compensation, expenses and disbursements of Lender's agents and attorneys incurred in connection with such suit and any appeal in connection therewith. Lender shall be entitled to sue and recover judgment as aforesaid either before, after or during the pendency of any proceedings for the enforcement of this Mortgage and the right of Lender to recover such judgment shall not be affected by any taking, possession or foreclosure sale hereunder or by the exercise of any other right, power or remedy for the enforcement of the terms of this Mortgage or the foreclosure of the lien hereof.

(b) In case of a foreclosure sale of all or any part of the Property and of the application of the proceeds of sale to the payment of the sums secured hereby, Lender shall be entitled to enforce payment of and to receive all amounts then remaining due and unpaid and to recover judgment for any portion thereof remaining unpaid, with interest.

(c) Any monies collected or received by Lender under this paragraph 16 shall be applied as follows:

(i) First to the payment of reasonable compensation, expenses and disbursements of the agents and attorneys; and

(ii) Secondly to payment of amounts due and unpaid under the Revolving Credit Note, the Term Note, or any other indebtedness secured hereby, this Mortgage and the Loan Agreement.

17. Inspection. Lender may make, or cause to be made, reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

18. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or any part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. In the event of a total or partial taking of the Property, the proceeds