

taxes, assessments and other charges prior to the lien of this indenture as the Mortgagee may determine to pay; (5) other proper charges upon the premises or any part thereof and (6) the reasonable compensation and expenses of attorneys and agents of the Mortgagee, shall apply the remainder of the money so received by the Mortgagee, first to the payment of accrued interest; then to the payment of escrow deposits if required herein and finally to the payment of principal.

(c) For the purpose of carrying out the provisions of this Paragraph, the Mortgagor hereby constitutes and appoints the Mortgagee the true and lawful attorney-in-fact of the Mortgagor to do and perform, from time to time, any and all actions necessary and incidental to such purpose and does, by these presents, ratify and confirm any and all actions of said attorney-in-fact in the premises.

22. It is agreed that if there shall be any default hereunder, then it shall be lawful for the Mortgagee to proceed with collection, suit, action or foreclosure.

23. It is agreed that in the event the debt secured by this Mortgage, or any part thereof, is collected by suit or action, or this Mortgage be foreclosed, or put into the hands of an attorney for collection, suit, action, or foreclosure, or in the event of the foreclosure of any mortgage, prior or subsequent to this Mortgage, in which proceeding this Mortgagee is made a party, or in the event of the bankruptcy of the Mortgagor, or an assignment by Mortgagor for the benefit of creditors, the said Mortgagor, its successors or assigns, shall be chargeable with all costs of collection, including reasonable attorney's fees, which shall be due and payable at once; which charges and fees, together with all costs and expenses, are secured by this Mortgage and may be recovered in any suit or action hereupon or hereunder.

24. The Mortgagor agrees to ensure that no liens are filed against the property by reason of any services or materials supplied thereto, whether such services or materials are supplied to Mortgagor or to some

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