

standing that the indebtedness secured hereby shall not have been declared due and payable upon any such default, the exercise of Mortgage of its rights under this Paragraph shall not constitute a waiver of Mortgagee's right to so declare the indebtedness secured hereby due and payable or to pursue any other rights hereunder.

16. RIGHTS AND REMEDIES HEREUNDER NOT EXCLUSIVE: The rights and remedies of the Mortgagee hereunder shall be in addition to its rights and remedies under the laws of this State. Nothing contained in this Mortgage shall be construed as requiring the Mortgagee to pursue any particular right or remedy for the purpose of procuring the satisfaction of the obligations and indebtedness secured hereby, and the Mortgagee may exercise any or all of its rights and remedies under this Mortgage, the Note, the Agreement or otherwise provided by law, in its sole discretion. No failure of the Mortgagee to insist upon the strict performance by the Mortgagor of any of its covenants or obligations under this Mortgage, the Note or the Agreement, and no delay by the Mortgagee in exercising any of its rights or remedies hereunder, thereunder or otherwise provided by law, shall be deemed to be a waiver of such covenants or obligations or to preclude the exercise of such rights or remedies, and the Mortgagee, notwithstanding any such failure or delay, shall have the right thereafter to insist upon the strict performance by the Mortgagor of any and all of its covenants and obligations under this Mortgage, the Note and the Agreement and to exercise any and all of its rights and remedies hereunder, thereunder or otherwise provided by law.

17. COSTS OF SUIT: If any action or proceeding is commenced by reason of an Event of Default hereunder or a default under the First Mortgage through no fault of Mortgagee, by or against the Mortgagee, including an action to foreclose the First Mortgage or this Mortgage, affecting the Mortgaged Property or any part thereof or the lien of the First Mortgage or this Mortgage, the Mortgagee may appear, defend, prosecute, retain counsel and take such other action as the Mortgagee shall deem advisable, and the costs thereof (including reasonable attorneys' fees and all applicable statutory costs, allowances and disbursements), together with interest thereon at the rate of eighteen percent (18%) per annum, but in no event in excess of the maximum interest rate permitted by law, shall be paid by the Mortgagor to the Mortgagee on demand and shall be secured by this Mortgage.

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