

the interest due on a date to be specified by not less than 30 days' written notice to be given to the mortgagor by the mortgagee, provided, however, that such election shall be ineffective if the mortgagor is permitted by law to pay the whole of such tax in addition to all other payments required hereunder and if the mortgagor, prior to such specified date, does pay such tax and agrees to pay any such tax when thereafter levied or assessed against the premises, and such agreement shall constitute a modification of this mortgage. In the event mortgagor is not permitted by law to pay such tax or elects not to pay such tax although permitted by law to pay the same, mortgagor shall have the right to pay off the principal sum and interest due, exclusive of any prepayment penalty, within the period of thirty (30) days following said notice.

11. That if the mortgagee shall incur or expend any sums, including reasonable attorney's fees, whether in connection with any action or proceeding or not, to sustain the lien of this mortgage or its priority, or to protect or enforce any of its rights hereunder, or to recover any indebtedness hereby secured, or for any title examination or title insurance policy relating to the title to the Premises, all such sums shall on notice and demand be paid by the mortgagor, together with the interest thereon at the rate applicable under the note and shall be a lien on the Premises, prior to any right or title to, interest in, or claim upon, the premises, subordinate to the lien of this mortgage, and shall be deemed to be secured by this mortgage and evidenced by the note; and that in any action or proceeding to foreclose this mortgage, or to recover or collect the debt secured thereby, the provisions of law respecting the recovery of costs, disbursements and allowances shall prevail unaffected by this covenant.