

ARTICLE III

The whole of the said principal sum and the interest shall become due at the option of the mortgagee:

(1) If the mortgagor fails to pay any installment of principal or interest on any Prior Mortgage within five days after the same is due, or if the mortgagor fails to keep, observe, or perform any of the other covenants, conditions, or agreements contained in any Prior Mortgage; or

(2) If the mortgagor fails to repay the mortgagee on demand any amount which the mortgagee may have paid on any Prior Mortgage with interest thereon to protect the mortgagee's interest under this mortgage; or

(3) Should any suit be commenced to foreclose any Prior Mortgage.

ARTICLE IV

If mortgagor shall fail to pay any interest or amortization on any Prior Mortgage, or any real estate tax, assessment, or other governmental levy or charge or any imposition, or to make any other payment required to be paid by mortgagor under any Prior Mortgage at the time and in the manner provided, or if mortgagor shall fail to perform or observe any other term, covenant, condition or obligation required to be performed or observed by mortgagor under any Prior Mortgage, without limiting the generality of any other provision of this mortgage and without waiving or releasing mortgagor from any of its obligations, mortgagee shall have the right, but shall be under no obligation, to pay any such interest, amortization, tax, assessment, levy, charge, imposition, or other payment, and may perform any other act or take such action as may be appropriate to cause such other term, covenant, condition, or obligation to be promptly performed or observed on behalf of mortgagor, to the end that mortgagor's rights, in, to, or under any Prior Mortgage shall permit mortgagee to enter upon the mortgaged premises with or without notice and to do anything thereon or thereto which mortgagee shall deem necessary or prudent for such purpose.

If mortgagee shall make any payment or perform any act or take action in accordance with the preceding sentence, mortgagee, within sixty (60) days thereafter, will give a mortgagor written notice of the making of any such payment, the performance of any such act or the taking of any such action. All moneys expended by mortgagee in connection therewith (including, but not limited to, legal expenses including reasonable attorneys' fees and disbursements),

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