

as to the security of the remainder thereof, in anywise impairing or affecting the lien of this Mortgage or the priority of such lien, as security for the payment of the indebtedness as it may be so extended or modified, over any subordinate lien. For the payment of the indebtedness secured hereby Mortgagee may resort to any other security therefor held by Mortgagee in such order and manner as Mortgagee may elect.

25. Counsel Fees. If Mortgagee retains the services of counsel in order to cure any default under this Mortgage or the Note, a reasonable attorney's commission shall be payable by Mortgagor to Mortgagee and shall be secured hereby. Mortgagor shall pay the cost of the title search and all other costs incurred by Mortgagee in connection with proceedings to recover any sums secured hereby. Mortgagor shall also pay any reasonable charge of Mortgagee in connection with the satisfaction of this Mortgage of record.

If Mortgagee becomes a party to any suit or proceeding affecting the Mortgaged Premises or title thereto, the lien created by this Mortgage or Mortgagee's interest therein, or following an event or events of default hereunder if Mortgagee engages counsel to collect any of the indebtedness or to enforce performance of the agreements, conditions, covenants, provisions or stipulations of this Mortgage or the Note, Mortgagee's advanced costs, expenses and reasonable counsel fees, whether or not suit is instituted, shall be paid to Mortgagee by Mortgagor, on demand, with interest at the effective rate set forth in the Note, and until paid they shall be deemed to be part of the indebtedness evidenced by the Note and secured by this Mortgage.

26. Declaration of No Set-Off. Mortgagor represents to Mortgagee that it has no knowledge of any offsets, counterclaims or defenses to the principal indebtedness secured hereby, or to any part thereof, or the interest thereon, either at law or in equity. Mortgagor, within three (3) days upon

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