

agreements, obligations and conditions set out in this mortgage, or in the Note, or in any other instruments given with respect to the Secured Indebtedness;

(ix) Should any event occur under the Note, any instrument, mortgage or agreement, given or made by Mortgagor, to or with Mortgagee, which constitutes a default thereunder or would authorize the acceleration of any debt to Mortgagee;

then and thereupon Mortgagee may do any one or more of the following:

(i) Pay any sums in any form or manner deemed expedient by Mortgagee to protect the security of this instrument or to cure any event of default other than payment of interest or principal on Secured Indebtedness; make any payment hereby authorized to be made according to any bill, statement or estimate furnished or procured from the appropriate public office to the party claiming payment without inquiry into the accuracy or validity thereof, and the receipt of any such public officer or party in the hands of Mortgagee shall be conclusive evidence of the validity and amount of items so paid, in which event the amounts so paid, with interest thereon from the date of such payment at a rate per annum which shall be the lesser of twelve (12%) per cent of the highest interest rate permitted by law, shall be added to and become a part of the Secured Indebtedness and be immediately due and payable to Mortgagee; and Mortgagee shall be subrogated to any encumbrance, lien, claim or demand, and to all the rights and securities for the payment thereof, paid or discharged with the principal sum secured hereby or by Mortgagee under the provisions hereof, and any such subrogation rights shall be additional and cumulative security to this instrument;

(ii) Declare the entire Secured Indebtedness immediately due, payable and collectible, and any other indebtedness owed Mortgagee by Mortgagor, without notice to Mortgagor, regardless of maturity, and, in that event, the entire Secured Indebtedness shall become immediately due, payable and collectible and thereupon Mortgagee may institute foreclosure proceedings under the appropriate law. It is agreed that if any legal proceedings are instituted for the foreclosure of this mortgage, or if the Mortgagee should become a party to any suit involving this mortgage or the title to the Premises, all costs and expenses incurred by the Mortgagee, including a reasonable fee for Mortgagee's attorney, shall thereupon become due and payable immediately as a part of the debt secured hereby and may be secured and recovered hereunder.

10. Mortgagee shall have the right from time to time to sue for any sum, whether interest, principal or any installment of either or both, taxes, penalties, or any other sums required to

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