

waives the benefit of all laws now existing or hereafter enacted providing for any appraisal before or after the sale of all or any portion of the Mortgaged Property pursuant to a foreclosure proceeding.

Section 5.4 Waiver of Default. No waiver by the Mortgagee of its right to declare a default or to take any other action permitted by the terms of this Mortgage shall in any manner affect the right of the Mortgagee to declare a default or take such other action by reason of defaults subsequently occurring.

Section 5.5 Attorneys' Fees. It is agreed by and between the parties that in the case of foreclosure of this Mortgage, by suit or otherwise, the Mortgagee shall recover of the Mortgagor a reasonable sum as attorney's fee, which shall be secured by this Mortgage, and shall be included in judgment of foreclosure.

ARTICLE VI

MISCELLANEOUS

Section 6.1 Acceleration in Event of Sale. The Mortgagee shall have the option and right to accelerate the maturity date of the entire indebtedness in the event the Mortgaged Property or any part thereof is sold or transferred or made subject to any other lien or security interest without the prior written consent of the Mortgagee, which consent to sell shall not be unreasonably withheld.

Section 6.2 Rights and Obligations of Successors or Assigns. The covenants therein contained shall bind, and the benefits and advantages shall inure to the respective successors or assigns of the parties hereto, and the term "Mortgagee" shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

Section 6.3 Construction. It is expressly under-

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