

25. It is agreed that in the event the debt secured by this Mortgage, or any part thereof, is collected by suit or action, or this Mortgage be foreclosed, or put into the hands of an attorney for collection, suit, action, or foreclosure, or in the event of the foreclosure of any mortgage, prior or subsequent to this Mortgage, in which proceeding this Beneficiary is made a party, or in the event of the bankruptcy of the Grantor, or an assignment by Grantor for the benefit of creditors, the said Grantor, its successors or assigns, shall be chargeable with all costs of collection, including an amount as attorney's fees not to exceed ten percent (10%) of the principal and interest to be collected, which shall be due and payable at once; which charges and fees, together with all costs and expenses, are hereby secured, and may be recovered in any suit or action hereupon or hereunder.

26. The Grantor agrees to ensure that no liens are filed against the property by reason of any services or materials supplied thereto, whether such services or materials are supplied to Grantor or to some person, firm or corporation in possession of all or a part of the property through or under Grantor, or, within fifteen (15) days after notice of the filing of any lien, it will cause the same to be discharged by deposit, bond, order of court or otherwise.

27. The Grantor, upon ten (10) days' prior written notice, shall furnish the Beneficiary a written statement, duly acknowledged, setting forth the unpaid principal of, and interest on, the indebtedness secured hereby and whether or not any offsets or defenses exist against such principal and interest.

28. It is agreed that the promise of Grantor to pay the principal indebtedness and the interest on the Note secured hereby shall be for the sole purpose of establishing the existence of an indebtedness, the Beneficiary's source of satisfaction of said indebtedness being limited to the premises described in this Mortgage and any other instruments which secure payment of the indebtedness evidenced by said Note and Beneficiary's receipt of the rents, issues and profits from the premises described in this Mortgage, and the Beneficiary will not seek to cure payment out of any other assets of the Grantor, or to procure any judgment for any sum of money which is or may be payable under said Note or under this Mortgage and other instruments securing said Note, or for any deficiency remaining after foreclosure of this Mortgage; provided, however, that nothing herein contained shall be deemed to be a release or impairment of said indebtedness or the security thereof intended by this Mortgage, or be deemed to preclude the Beneficiary from foreclosing this Mortgage or from enforcing any of the Beneficiary's rights hereunder, or in any way or manner affect Beneficiary's rights and privileges under the Assignment of Leases, Rents and Profits.

It is expressly understood and agreed that the aforesaid limitation on liability shall in no way affect or apply to the Grantor's continued personal liability for the payment to the Beneficiary of any rentals collected by Grantor and becoming due after default of Grantor, security deposits, condemnation proceeds or insurance proceeds which Grantor receives and to which the Beneficiary is entitled pursuant to the terms of this Mortgage or any other instrument securing the repayment of said Note.