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statement at the expense of Mortgagor by accountants satisfactory to Mortgagee.

11. The rights of Mortgagee arising under the clauses and covenants contained in this Mortgage shall be separate, distinct and cumulative and none of them shall be in exclusion of the others. The invalidity of one or more of the clauses and covenants contained herein shall not in any way affect the validity or enforceability of the remaining provisions herein contained. No act of Mortgagee shall be construed as an election to proceed under any one provision herein to the exclusion of any other provision, anything herein or otherwise to the contrary notwithstanding.

It is agreed that Mortgagor shall hold and enjoy the premises above conveyed until there is a default under the Mortgage or in the Note secured hereby. It is the true meaning of this instrument that if Mortgagor shall fully perform all the terms, conditions and covenants of this Mortgage, of the Note secured hereby and of any other agreement by Mortgagor in connection therewith, the Mortgage shall be utterly null and void; otherwise, to remain in full force and virtue. If there is a default in any of the terms, conditions or covenants of this Mortgage, of the Note secured hereby, the Loan Commitment dated July 16, 1979, as amended, or of any other agreement by Mortgagor in connection therewith, the obligations and conditions of which are incorporated herein by reference, then, at the option of Mortgagee, all sums then owing by Mortgagor to Mortgagee shall immediately become due and payable and this Mortgage may be foreclosed. Should any legal proceedings be instituted for the foreclosure of this Mortgage, or should Mortgagee become a party to any suit involving this Mortgage or the title to the premises described herein, or should Mortgagee incur any costs or expenses to protect any right or remedy, or should the debt secured hereby or any part thereof be placed in the hands of an attorney at law for collection by suit or otherwise, all costs and expenses incurred by Mortgagee, and a reasonable attorney's fee, shall thereupon

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