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for repairs and improvements, or to keep the premises in good condition and repair, all as provided herein, Mortgagee may at its option procure such insurance, pay such taxes and assessments, redeem the property from any tax sale, procure such receipts, or enter upon the premises and make such repairs as it may deem necessary; and Mortgagor shall pay to Mortgagee all sums which it shall have so paid, together with interest thereon at the rates set forth in the said promissory notes from the date the same was paid, and for payment thereof, this mortgage shall stand as security in like manner and effect as for the payment of the indebtedness referred to above; but the failure of Mortgagee to procure such insurance, to pay such taxes and assessments, to redeem the property from any tax sale, or to make repairs shall in no way render Mortgagee liable to Mortgagor. If Mortgagee shall elect to advance insurance premiums, taxes, or assessments, or redeem from tax sale, the receipt of the insurance company or of the proper tax official shall be conclusive evidence of the amount, validity, and the fact of payment thereof.

11. Mortgagor shall pay to Mortgagee all sums, including costs, expenses, and reasonable agent's or attorney's fees (including attorney's fees in connection with appellate proceedings), which it may expend or become obligated to pay in any proceedings, legal or otherwise, to prevent the commission of waste, to protect or to sustain its security interest in the mortgaged property or to defend against liens, claims, rights, estates, easements, or restrictions, asserting priority to this mortgage; in payment, settlement, discharge, or release of any asserted lien, claim, right, easement, or restriction made upon advice of competent counsel that the same is superior to the mortgage lien held by Mortgagee; for title insurance, abstract of title or extension thereof; or in connection with any suit to enforce or foreclose this mortgage or to recover any sums hereby secured. All such sums so paid by Mortgagee shall bear interest at the rates set forth in the said promissory notes until paid, and for payment of such sums and interest, this mortgage shall stand as security.

12. In the event an award or payment is made for the taking of or injury to the premises, whether such taking or injury be done under the power of eminent domain or otherwise, such award or payment is hereby assigned, and shall be paid, to Mortgagee to be applied after payment of reasonable attorney's fees, costs and disbursements incurred by Mortgagee in connection with the collection of such award or payment as a payment on account of such part of the indebtedness secured hereby as Mortgagee may elect, without affecting the amount or time for payment of other sums secured hereby, whether or not said indebtedness is then due and payable.

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