

gage, said promissory notes shall be controlling.

17. Mortgagor hereby covenants and agrees (i) to promptly observe and perform all of the covenants and conditions contained in any prior instrument of security to which this mortgage may be subject and which are required to be observed or performed by Mortgagor, and to do all things necessary to preserve and keep unimpaired its rights thereunder; (ii) to promptly notify Mortgagee in writing of any default in the performance and the observance of any of the terms, covenants or conditions on the part of Mortgagor to be performed or observed under such prior instruments of security.

In the event Mortgagor fails to perform any of the terms, covenants and conditions required to be performed or observed by Mortgagor under such prior instrument of security, then Mortgagee may, as Mortgagor's true agent and lawful attorney-in-fact, but without obligation so to do, and without notice or demand upon Mortgagor and without relieving Mortgagor from any obligation thereof, take any action it deems necessary or desirable to prevent or cure any such default by Mortgagor. Upon receipt by Mortgagee of any written notice of default by Mortgagor under any such prior instrument of security, Mortgagee may rely thereon and take any action it deems necessary to cure such default even though the existence of such default or the nature thereof may be questioned or denied by Mortgagor or by any party on behalf of Mortgagor. Mortgagor hereby expressly grants to Mortgagee, and agrees that Mortgagee shall have, the absolute and immediate right to enter upon the premises or any part thereof to such extent and as often as Mortgagee deems necessary or desirable in order to cure any such default by Mortgagor. Mortgagee may pay and expend such sums of money as Mortgagee in its sole discretion deems necessary for any such purpose, may pay expenses, employ counsel and pay his reasonable attorney's fees. All costs, charges and expenses so incurred or paid by Mortgagee shall become due and payable by Mortgagor immediately, whether or not there be notice, demand, attempt to collect or suit pending. The amount so incurred or paid by Mortgagee, together with interest thereon at the default rates specified in the said promissory notes from the date incurred until paid by Mortgagor, shall be added to the indebtedness secured by this mortgage to the same extent as if paid or expended on the date hereof.

Mortgagor agrees that it will not surrender any of its rights under any such prior instruments of security and will not, without the prior written consent of Mortgagee consent to any modification, change or any alteration or amendment of such prior instruments of security or the obligations secured thereby, either orally or in writing, and no

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