

the Other Security Documents and any instrument of further assurance, and all federal, state, county and municipal taxes, and other taxes, duties, imposts, assessments and charges arising out of or in connection with the execution and delivery of the Note, this Mortgage, the Other Security Documents or any instrument of further assurance.

14. Mortgagee's Right to Cure. In the event Mortgagor should fail to pay the Liens, Impositions, claims, costs, expenses or fees or to maintain insurance, or to make all necessary repairs to the Mortgaged Property, all as herein provided, Mortgagee may, at Mortgagee's sole option and without notice to Mortgagor, advance sums on behalf of Mortgagor in payment of the Liens, Impositions, claims, costs, expenses, including payment for utilities, fuel or any other necessary maintenance expenses, fees, insurance and repairs, which repairs Mortgagor hereby authorizes Mortgagee to make, without prejudice to the right of enforcement of the obligation of the Note, or the other remedies of Mortgagee as herein set forth, by reason of the failure of Mortgagor to make payment of the same; and all such sums so advanced by Mortgagee shall be added to and become a part of the indebtedness secured hereby, and repayment thereof, with interest thereon at the Default Rate from the date of their respective expenditures, may be enforced by Mortgagee against Mortgagor at any time. Upon the failure to comply with or perform any of the other terms, covenants and conditions herein, Mortgagee may comply with or perform the same, at Mortgagee's sole option and without notice to Mortgagor, and the cost thereof together with interest thereon at the Default Rate shall be repaid by Mortgagor and secured by this Mortgage. The exercise by Mortgagee of its rights under this Article shall not preclude Mortgagee from exercising any of its other rights and remedies upon default of Mortgagor, as hereinafter provided.

Mortgagee is hereby authorized to enter upon the Mortgaged Property for the aforesaid purposes, appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Mortgagee, pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of Mortgagee appears to be prior or superior hereto, and, in exercising any such powers, pay necessary expenses, employ counsel and pay reasonable attorneys' fees.

15. Mortgagor's Corporate Existence. If Mortgagor is a corporation, it agrees to keep in effect its existence and rights as a corporation and its right to own property and transact business in the state or commonwealth in which the Mortgaged Property is situate (the "State"), and to file all franchise and other tax reports when due.

16. Mortgagee's Costs and Expenses. In the event of a default hereunder, or if Mortgagee shall become a party, either as plaintiff or defendant or otherwise, to any suit or legal proceeding affecting the lien on or security interest in the Mortgaged Property, Mortgagor shall pay to Mortgagee on demand its costs, expenses and

05114

4328.003