

and places as shall be deemed desirable by Mortgagee, any and all such other and further mortgages, deeds of trust, security agreements, financing statements, continuation statements, instruments of further assurance, certificates and other documents as may, in the opinion of Mortgagee, be necessary or desirable in order to effectuate, complete or perfect, or to continue and preserve (i) the obligation of Mortgagor under the Note and under this Mortgage and (ii) the security interest created by this Mortgage as a first and prior security interest upon and security title in and to all of the Premises and the City Project, whether now owned or hereafter acquired by Mortgagor. Upon any failure by Mortgagor so to do, Mortgagee may make, execute, record, file, re-record and/or refile any and all such mortgages, security agreements, financing statements, continuation statements, instruments, certificates and documents for and in the name of Mortgagor, and Mortgagor hereby irrevocably appoints Mortgagee the agent and attorney-in-fact of Mortgagor so to do. The security title of this Mortgage and the security interest created hereby will automatically attach, without further act, to all after-acquired property attached to and/or used in the operation of the Premises or the City Project or any part of either or both of them.

1.11 Expenses. Mortgagor will pay or reimburse Mortgagee, upon demand therefor, for all attorneys' fees, costs and expenses incurred by Mortgagee in any suit, action, legal proceeding or dispute of any kind in which Mortgagee is made a party or appears as party plaintiff or defendant, affecting the Indebtedness, this Mortgage or the interest created herein, or the Premises or the City Project, including, but not limited to, the exercise of any power of sale hereunder, any condemnation action involving the Premises or the City Project or any action to protect the security hereof, and any such amounts paid by Mortgagee shall be added to the Indebtedness and shall be secured by this Mortgage.

