

as may be stipulated in such notice, and the whole of the indebtedness hereby secured, together with accrued interest, shall thereupon become due and payable at par; provided that the imposition of a tax or other obligation shall not result in acceleration of maturity if the payment thereof by Mortgagor is lawful and will not result in a usurious transaction and if Mortgagor, upon being advised in writing of such imposition, agrees in writing to pay same and subsequently pays the imposition or impositions prior to any delinquency.

WITH RESPECT TO THE USE AND OPERATION OF THE  
PREMISES, THE PRESERVATION OF MORTGAGEE'S SECURITY  
INTEREST THEREIN AND COSTS AND  
EXPENSES INCURRED BY MORTGAGEE:

(a) That Mortgagor will comply with all laws, ordinances, orders, rules, regulations and requirements of governmental authorities, and the orders, rules and regulations of the National Board of Fire Underwriters, or any other body hereafter constituted and exercising similar functions.

(b) That Mortgagor will at all times keep in full force and effect such Federal, State, municipal and other governmental approvals as may be necessary from time to time to comply with all environmental, ecological and other governmental requirements relating to the security property or to Mortgagor's use and occupancy thereof and, upon Mortgagee's written request therefor, it will furnish Mortgagee with sufficient proof of such compliance.

(c) That Mortgagor will pay promptly all costs, commissions and expenses, including counsel fees, reasonably incurred in enforcing and carrying out the provisions of this mortgage or of the promissory note secured hereby, and will pay promptly any and all sums required to preserve the priority of the lien of this mortgage.

(d) That Mortgagor will pay all such costs and reasonable attorney fees, immediately upon demand therefor, as may be incurred by Mortgagee herein in the event it is named as party defendant in any judicial proceedings by reason of said Mortgagee having an interest in the real estate described herein; provided that the provisions of this subsection shall be inapplicable if the allegations of the party instituting the judicial proceeding are to the effect that Mortgagee has engaged in some tort or unlawful action or has made the secured loan in contravention to any law or regulation.

(e) That in the event Mortgagor shall fail to perform any of its obligations as in this section and other sections of this mortgage provided and required, Mortgagee, at its option, may perform such obligations and pay all costs and expenses incurred in connection therewith, all of which costs and expenses, including, without limitation, all attorney fees and costs paid to collect the secured indebtedness, shall be promptly reimbursed by Mortgagor to Mortgagee and shall stand secured by this mortgage.

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