

19. Performance by Mortgagee.

If Mortgagor shall fail to perform any of the covenants contained herein or in the Note, any agreement executed in connection with the Note, or any related instrument, Mortgagee may make advances to perform the same on behalf of Mortgagor without obligation so to do; and all sums so advanced shall be at once repayable by Mortgagor, bearing interest as herein provided or at the highest lawful rate until paid, whichever is greater, and being secured hereby, but no such advance shall release Mortgagor from any default hereunder. The maker of any such advance shall be subrogated to all the rights of the party or entity receiving such payment. The amount and nature of any such advance when made shall be held fully established by affidavit of said maker or its agent.

20. Attorneys' Fees.

Should Mortgagee reasonably employ an attorney or attorneys to enforce any of the provisions hereof, or to protect its interest in any matter arising under this Mortgage or the Note, Mortgagor agrees to pay to Mortgagee all reasonable costs, charges and expenses, including attorneys' fees, expended or incurred in connection therewith.

21. Sale or Financing of Mortgaged Premises.

Mortgagor shall not sell, convey, assign, mortgage or otherwise transfer or encumber the Mortgaged Premises, or any part thereof without Mortgagee's prior written consent thereto, which consent shall not be unreasonably withheld, taking into consideration the real estate expertise, management and financial

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