

30 days from the date notice is given to mortgagor, by which the default must be cured (or by which mortgagor must have undertaken diligently to cure in the case of a default that cannot reasonably be cured within said 30 day period), and (iv) that failure to cure the default on or before the date specified in the notice may result in acceleration of sums secured by this Mortgage and/or foreclosure by judicial proceedings of all of the Mortgaged Property. The notice shall further inform Mortgagor of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of mortgagor to acceleration and foreclosure. Nothing in this Section 10 shall be deemed to diminish in any manner any of the rights to notice and cure provided under Section 5 hereunder.

12. Mortgagee's Right to Perform the Obligations.

If mortgagor shall fail to make any payment or perform any act required by the Note or this Mortgage and other Security Documents, then, at any time after the expiration of the applicable grace period, and without waiving or releasing any obligation or default, mortgagee may make such payments or perform such act for the account of and at the expense of mortgagor and shall have the right to enter the Mortgaged Property for such purpose and to take all such action thereon and with respect to the Mortgaged Property as may be necessary or appropriate for such purpose. All sums so paid by mortgagee and all costs and expenses, including, without limitation, reasonable attorneys' fees and expenses, so incurred, together with interest thereon at the Note Rate set forth in the Note, from the date of payment or incurring, shall constitute additional Indebtedness secured by this Mortgage and other Security Documents, and shall be paid by mortgagor to mortgagee on demand. If mortgagee shall elect to pay any Imposition, mortgagee may do so in reliance on any bill, statement or assessment procured from the appropriate public or non-public official, without inquiring into the accuracy thereof or into the validity of such Imposition. Similarly, in making any payments to protect the security intended to be created by the mortgage and other Security Documents, mortgagee shall not be bound to inquire into the validity of any apparent or threatened adverse title, lien, encumbrance, claim or charge before making an advance for the purpose of preventing or removing the same, provided that such payment shall not be made until ten (10) days after written notice of the intent to make such payment is mailed to mortgagor. Mortgagor shall indemnify mortgagee for all losses and expenses, including reasonable attorneys' fees incurred by reason of any acts performed by mortgagee pursuant to the provisions of this Section 12 or by reason of the Security Documents and any funds expended by mortgagee to which it shall be entitled to be indemnified, together with interest thereon at the rate set forth in the Note from date of such expenditure, shall constitute additions to the Indebtedness and shall be secured by the Security Documents and shall be paid by mortgagor to mortgagee upon demand.

13. Non-Exclusivity of Mortgagee's Rights and Remedies.

If the Indebtedness secured hereby is now or hereafter further secured by assignment of leases and rents, security agreements, collateral assignments, pledges, contracts of guaranty, letters of credit and/or other additional securities, mortgagee may, at its option, exhaust any one or more of said securities as well as the security hereunder, either concurrently or independently and in such order as it may determine, and may apply the proceeds received therefrom upon the Indebtedness without

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