

any utility charge, whether public or private; in the payment of any insurance premium; in the procurement of insurance coverage and the delivery of the insurance policies required hereunder or in the performance or observance of any other covenant, condition or term of this Mortgage, or the Lease, then the Mortgagee, at its option, may perform or observe the same, and all payments made or costs or expenses incurred by the Mortgagee in connection therewith shall be added to the obligation secured hereby and shall be, without demand, immediately repaid by the Mortgagor to the Mortgagee. The Mortgagee shall be the sole judge of the legality, validity, and priority of any such tax lien, assessment, charge, claim, or premium; of the necessity for any such actions and of the amount necessary to be paid in satisfaction thereof. The Mortgagee is hereby empowered to enter and to authorize others to enter upon the Mortgaged Property or any part thereof for the purpose of performing or observing any such defaulted covenant, condition, or term, without thereby becoming liable to the Mortgagor or any person in possession holding under the Mortgagor.

NINTH: CONDEMNATION. If all or any part of the premises shall be damaged or taken through condemnation (which term when used in the Mortgage shall include any damage or taking by any governmental authority and any transfer by