

NINTH: SUBROGATION. The Mortgagee shall be subrogated to the claims and liens of all parties whose claims or liens are discharged or paid with the proceeds of the indebtedness secured hereby.

TENTH: PERFORMANCE BY MORTGAGEE OF DEFAULTS BY MORTGAGOR. If the Mortgagor shall default in the payment of any tax lien, assessment or charge levied or assessed against the Mortgaged Property or any part thereof; in the payment of 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, the Loan Agreement or the Note, 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 debt 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.

0355

74328-W-23