

7. If parties of the first part shall neglect or refuse to keep in good repair the property referred to in paragraph (4), to replace the same as therein agreed, to maintain and pay the premiums for insurance which may be required under paragraph (4) or to pay and discharge all taxes, assessments and charges of every nature and to whomever assessed, as provided for in paragraph (6), the parties of the second part may, at its election, cause such repairs or replacements to be made, obtain such insurance or pay said taxes, assessments and charges and any amounts paid as a result thereof, together with interest thereon at the rate of ten per cent (10%) per annum from the date of payment, shall be immediately due and payable by the parties of the first part to the parties of the second part, and until paid shall be added to and become a part of the principal debt in any suit hereon or upon the note; or the parties of the second part, by the payment of any tax, assessment or charge, may, if it sees fit, be thereby subrogated to the rights of the State, County, Village and all political or governmental subdivisions. No such advances shall be deemed to relieve the parties of the first part from any default hereunder or impair any right or remedy consequent thereon, and the exercise of the rights to make advances granted in this paragraph shall be optional with the parties of the second part and not obligatory and the parties of the second part shall not in any case be liable to the parties of the first part for a failure to exercise any such right.

8. That, if any action or proceeding be commenced (excepting an action to foreclose this mortgage or to collect the debt hereby secured), to which action or proceeding the parties of the second part is made a party by reason of the execution of this mortgage or the note which it secures, or in which the parties of the second part deems it necessary to defend in order to uphold the lien of this mortgage or the priority thereof or possession of said mortgaged premises, all sums paid or incurred by the parties of the second part for counsel fees and other expenses in such action or proceeding