

factory condition, including the cost of repairs and improvements made in the normal course of the administration of said property.

SECTION 5.05. In the event that this Indenture shall be foreclosed or any proceedings shall be brought for that purpose, the Mortgagor promises and agrees to pay such additional sum as the court may adjudge reasonable as attorneys' fees in such foreclosure or other proceeding in addition to the costs and disbursements allowed by law, and such attorneys' fees and costs and disbursements shall be secured by the lien of this Indenture.

ARTICLE SIX

DEFEASANCE

SECTION 6.01. If the Mortgagor, its successors or assigns shall pay or cause to be paid the principal of, and interest on, the Notes at the time and manner stipulated therein and herein, and shall also pay all other sums due and payable hereunder by the Mortgagor and shall fully release the Mortgagee of all liability under its guaranty of the Guaranteed Obligations of the Mortgagor, then and in that case all the mortgaged property shall revert to the Mortgagor and the entire estate, right, title and interest of the Mortgagee shall thereupon cease, determine and become void.

ARTICLE SEVEN

MISCELLANEOUS

SECTION 7.01. The Mortgagee may at any time, without notice, release portions of the mortgaged property from the lien of this Indenture without affecting the personal liability of the Mortgagor for the payment of the indebtedness and obligations secured hereby and without affecting the lien of this Indenture upon the remainder of the mortgaged property. The Mortgagor shall pay all expenses, including fees of the Mortgagee's counsel, in connection with any such release, or modification of, or matter arising in connection with, this Indenture.

SECTION 7.02. The provisions of this Indenture shall extend and be available to any subsequent holder of the Notes secured hereby and this Indenture. No failure to exercise or delay in exercising any right,