

place, the said Note and Mortgage in the hands of an attorney for any legal proceedings; then and in either of such cases the Mortgagor promises to pay all costs and expenses including a reasonable attorney's fee, these to be added to the Mortgage indebtedness, and to be secured under this Mortgage as a part of said debt.

12. The Mortgagee shall be at liberty immediately after any such default, upon a complaint filed or any other proper legal proceeding being commenced for the foreclosure of this Mortgage, to apply for, and the said Mortgagee shall be entitled as a matter of right, without consideration of the value of the mortgaged premises as security for the amount due the Mortgagee, or of the solvency of any person or persons bonded for the payment of such amounts, to the appointment by any competent court or Tribunal without notice to any party, of a receiver of the rents, issues and profits of the said premises with power to lease the premises, or such part thereof, as may not then be under the lease, and with such other powers as may be deemed necessary, who, after deducting all proper charges and expenses attending the execution of the said trust as Receiver, shall apply the residue of the said rents and profits to the payment and satisfaction of the amount remaining secured hereby, or to any deficiency which may exist after applying the proceeds of the sale of the said premises to the payment of the amount due, including interest and the costs and a reasonable attorney's fee for the foreclosure sale.

13. Should Mortgagor and Mortgagee hereafter enter into any agreement modifying or changing the terms of this Mortgage or the note secured hereby in any particular, the rights of the parties to such agreement shall be superior to the rights of the holder of any intervening lien or encumbrance.

14. Without affecting the liability of any person (other than any person released pursuant hereto) for payment of any indebtedness secured hereby, and without affecting the lien hereof upon any property not released pursuant hereto, Mortgagee may at any time and from time to time without notice:

- (a) Release any person liable for payment of any indebtedness secured hereby.
- (b) Renew the indebtedness, or extend the time, or agree to alter the terms, of payment of any of the indebtedness.
- (c) Accept additional security of any kind.
- (d) Release any property securing the indebtedness.
- (e) Consent to the making of any map or plat of the premises, or the creation of any encumbrance thereon or any agreement or restriction as to occupancy thereof.