

be foreclosed. Should any legal proceedings be instituted for the foreclosure of this Mortgage, or should the Mortgagee become a party to any suit involving this Mortgage or the title to the premises described herein, or should the debt secured hereby or any part thereof be placed in the hands of an attorney at law for collection by suit or otherwise, all costs and expenses incurred by the Mortgagee, and a reasonable attorney's fee, shall thereupon become due and payable immediately or on demand, at the option of the Mortgagee, as a part of the debt secured hereby, and may be recovered and collected hereunder.

10. That Mortgagor shall be considered in default of this mortgage if it becomes insolvent or makes an assignment for the benefit of creditors, or files a voluntary petition in bankruptcy, or if Mortgagor is adjudicated bankrupt upon the filing of an involuntary petition, or if a receiver is appointed for Mortgagor (unless such order of bankruptcy or receivership be vacated within sixty (60) days of the date of issue), or if the mortgaged premises shall be sold on judgment or execution processed by any sheriff or marshal or constable or other proper legal officer.

11. The granting of extension or extensions of time by the Mortgagee with respect to the performance of any provision of this Mortgage or said note on the part of the Mortgagor to be performed, or the taking of any additional security, or the waiver by the Mortgagee or failure by the Mortgagee to enforce any provision of this mortgage or said note or to declare a default with respect thereto, shall not operate as a waiver of any subsequent default or defaults or affect the rights of the Mortgagee to exercise all rights or remedies stipulated herein and therein;

12. That Mortgagor hereby assigns to Mortgagee all rents, issues, and profits of the mortgaged premises from and after any default hereunder, and agrees that, should legal proceedings be instituted pursuant to this instrument, any judge having jurisdiction may, at Chambers or otherwise, appoint a receiver of the mortgaged premises, with full authority to take possession of the mortgaged premises, and collect the rents, issues, and profits, including a reasonable rental to be affixed by the Court in the event said premises are occupied by the Mortgagor, and after deducting all charges and expenses attending such proceedings and the execution of his trust as receiver, shall apply the residue of the rents, issues and profits toward the payment of the debt secured hereby;

13. If the Mortgagee or its assigns shall become a party to any proceedings whatsoever, including condemnation proceedings instituted by any party authorized by law to file same, by reason of its status as mortgagee herein, then all expenses incurred by it in connection herewith, including attorney's fees, shall be added to the debt hereby secured and shall be immediately due and payable. That any award and all awards heretofore made and hereafter to be made by any governmental authority for any municipal, county, state, or federal authorities against the present and all subsequent Owners of the premises covered by the mortgage, including any award or awards, whether for a taking of title to, possession of, or any interest in, the mortgaged premises or any part thereof and any award or awards received for damages sustained by the mortgaged premises or any part thereof or for any change or changes of grade of streets, affecting said premises, are hereby assigned to the Mortgagee or its assigns; and the Mortgagee at its option, is hereby authorized, directed and empowered to collect and receive the proceeds of any such award or awards from the authorities making the same, and to give proper receipts therefor, and to apply the same toward the payment of the amount owing on account of the mortgage debt, notwithstanding the fact that the amount owing on account of the mortgage debt may not be then due and payable, and the Mortgagor hereby covenants and agrees to and with the Mortgagee upon receipt by the Mortgagee to make, execute, and deliver any