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- (4) That if said mortgagor shall make all payments herein stipulated, this mortgage shall be void, and that said mortgagor shall hold said premises until default in payment or breach or some covenant hereot; but that if, before all amounts secured hereby shall be paid in full, with interest, costs and attorneys' fees, any law shall be passed or any decision rendered by a court of competent jurisdiction imposing or authorizing the imposition of any specific tax upon mortgages, or upon notes secured by mortgages, or upon principal or interest secured by notes or mortgages, or by virtue whereof the owner for the time being of said land shall be authorized to pay any such tax upon said notes and this mortgage, or either of them, or upon the principal or interest thereby secured, and deduct the amount of such tax from any moneys hereby secured, or by virtue of which any tax or assessment upon said premises shall be chargeable against the owner of said notes and mortgage, or holding that the above undertaking by said mortgagor to pay any tax is illegal or inoperative, or if said mortgagor does not hold said premises by title in fee simple, or has not good right to encumber the same, or if said premises are not free of all other liens and encumbrances whatsoever, or if any suit has been begun affecting said land, or if said mortgagor shall fail to pay any part of principal or interest when due, or to pay any taxes or assessments at least 15 days before a penalty accrues thereon, or to pay forthwith the costs of repairs or improvements, insurance premiums, judgments or liens upon said premises, or in case of the actual or threatened demolition or removal of any building from said land, or if any injury or waste impair the value of said security, or if it is stipulated herein that the proceeds hereof shall be used for any specific purpose and the same are not so used, or if any covenant of this mortgage be broken, then, and in any such event, the whole principal debt hereby secured remaining unpaid at that time, with al
- (5) That all rents and profits of said premises accruing after any payment herein agreed upon shall be past due and unpaid are hereby assigned by said mortgager to said mortgagee, who may, without regard to the value of said premises or the adequacy of any security for said debt, enter, by himself or agents, upon said premises and take possession and control thereof, lease the same and collect such rents and profits and apply the net proceeds thereof (after deducting payments for maintenance and improvements of premises, collection of rents and all other proper credits) upon said debt, interest, costs or expenses, the without liability to account for any sums not actually received or for laches or neglect in collecting such rents or profits; and for this purpose the mortgagor hereby agrees that any Judge of the Circuit Court of said State may, in any County in said State, at chambers or otherwise, appoint a receiver with full authority in this regard.
- (6) That if any part of the principal, interest or other sum herein stipulated be at any time past due and unpaid, or if said notes be placed in the hands of an attorney for collection or for the protection of the mortgagee's interests, or if said debt or any part thereof be collected by an attorney or by legal proceedings of any kind, said mortgagee shall also recover of said mortgagor a reasonable fee, not less than

attorney for his services, and that for such fee, with interest thereon at the highest legal rate, and all costs and expenses incurred by the mortgagee, he shall have a lien on said premises secured and collectible hereunder.

- (7) That all provisions hereof shall extend to and bind all mortgagors and mortgagees, whether one or more of each, and whether men, women, corporations, fiduciaries or others, to the same extent as though the words "her," "its," "their" or other suitable words were formally inserted at the proper places herein; also the heirs, executors, administrators, successors and assigns of said parties, respectively, and that any notice or demand in any case arising hereunder may be sufficiently made by depositing the same in any postoffice, station or letterbox, enclosed in a postpaid envelope, addressed to said mortgagor at the last address furnished by him to said mortgagee.
- (8) That said mortgagor, who is a member of said mortgagee association, shall comply with every provision of the by-laws thereof and all past and future amendments thereto and all rules and regulations adopted by authority thereof; and if said mortgagor shall break this covenant or cease to be a member of said association, then, at the option of said mortgagee, said debt shall become immediately due and this mortgage may be foreclosed as is more fully provided in the fourth covenant hereof.

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