

of the person holding said note, institute foreclosure proceedings upon said mortgage.

And it is agreed between the parties hereto that all expenses of whatsoever kind including attorneys' fees for advice, or for any other services rendered necessary in the execution of this trust and including attorneys' fees of ten (10%) per cent in case of the foreclosure of this mortgage, shall be borne by Realty Corporation and said expenses shall be a first lien upon the mortgaged property and shall be paid out of the proceeds of the sale of the mortgaged property in priority to the mortgage debt or any other claims.

And it is further agreed that Realty Corporation may at any time, with the written consent of the Trustee sell any lot covered by this mortgage, upon terms as follows: Not less than one-fourth cash, the balance to be secured by a purchase money note and mortgage payable upon such terms and at such time as Realty Corporation may desire and that upon delivery to the Trustee of said money and the purchase money note and mortgage duly assigned to the Trustee as collateral security to the notes which this mortgage is given to secure, the Trustee shall release from the lien of this mortgage the lot or lots sold. The Trustee agrees to pay no commissions, to such person as Realty Corporation may designate in writing from the first money received by it, from the proceeds of the sale of the lot, ten percent of the sale price of said lot or lots, however, the Trustee shall in no wise be bound hereby to enforce the collection of any note and mortgage taken by it to secure the release of any of the mortgaged lots aforesaid, and it shall be liable to account only for such money as it shall actually receive. And it is further agreed by and between the parties hereto that the acceptance of the said purchase money notes and mortgages and cash as stipulated above, shall in no wise be taken to constitute a payment on the note which this mortgage secures but the said moneys and notes and mortgages shall be held intact by the Trustee as collateral security for the protection of the holder of said note and in the event the Trustee shall be forced to foreclose this mortgage, then any cash which it may have in hand hereunder shall be applied by it upon the mortgage debt, and any notes and mortgages it may hold as collateral security shall be sold by it in