

part or whole of said sum or sums secured hereby, or interest thereon, be past due and unpaid, the mortgagor hereby assigns the rents and profits of the above described premises to said mortgagee, its successors and assigns, and agrees that any Judge of the Circuit Court of said State, may, at Chambers or otherwise, appoint a Receiver, with authority to take possession of said premises and collect said rents and profits, applying the net proceeds, after paying costs of collection, upon said sum or interest secured hereby, without liability to account for anything other than the rents and profits actually collected.

And it is Further Agreed, That if the mortgagee herein is now or hereafter becomes the owner or holder of a mortgage or mortgages, other than this, upon the premises herein described, or any part thereof, that failure to comply with any of the requirements or conditions of either of said mortgages, which failure would mature the indebtedness secured by it, shall mature, at the option of the mortgagee herein, the indebtedness under all of such mortgages.

And It is Further Agreed, That should any legal proceedings be instituted for the foreclosure of this mortgage, or should the mortgage become a party to any suit involving this mortgage or the title to the premises described herein, or should the debt secured or any part thereof be placed in the hands of an attorney-at-law for collection by suit or otherwise, that costs and expenses incurred by the mortgagee, including a reasonable counsel fee (of not less than ten (10) per cent. of the amount involved), 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.

And It is Further Agreed, That it is the intent of this instrument that the herein before mentioned covenants are to be binding on the said mortgagor, his heirs, executors and administrators, and shall run in favor of the said mortgagee, its successors or assigns.

Provided Always, That it is the true intent and meaning of the parties to these presents, that if the said mortgagor, his heirs, executors or administrators shall pay or cause to be paid unto the said mortgagee, its successors or assigns, the said notes with the interest thereon, if any, when due,

(Over)