

compliance with any of the terms and conditions of this mortgage, or any of the terms and conditions of the said indenture of Lease on the part of the mortgagor to be performed, such rents and profits are hereby assigned to the holder of this mortgage as further security for the payment of said indebtedness and thereupon the said indenture of Lease and the renewals and the security thereunder are hereby assigned to the mortgagee, and that then and from thenceforth it shall be lawful for the mortgagee its assigns, to sell, transfer and set over, all the rest, residue and remainder of the said term of years yet to come, and all other, the right, title and interest of the said mortgagor of, in and to the same, at public auction, according to the act in such case made and provided. And as the attorney of the said mortgagor, for that purpose and by these presents duly authorized, constituted and appointed, to make, seal, execute and deliver to the purchaser or purchasers, thereof, a good and sufficient assignment, transfer or other conveyance in the law, for the said premises, with the appurtenances; and out of the moneys arising from such sale, to retain the principal and interest which shall then be due on the said contract or obligation, together with the costs and charges of advertisement and sale of the same premises rendering the over plus of the purchase money, if any, unto the mortgagee its legal representatives or assigns; which sale, as to be made shall forever be a perpetual bar, both in law and equity, against the said mortgagor, and against all persons claiming or to claim the premises, or any part thereof, by, from or under - them or any of them.

That no building on the premises shall be removed or demolished without the consent of the mortgagee.

If any action or proceeding be commenced, other than an action by the holder of this mortgage, to which action or proceeding the holder of this mortgage, is made a party, or in which it becomes necessary to defend or uphold the lien of this mortgage, all sums paid by the holder of this mortgage for the expense of any litigation to prosecute or defend the rights and lien created hereby, including reasonable counsel fees, shall be paid by the mortgagor, together with interest thereon, and any such sum and the interest thereon shall be a lien on said premises, prior to any right or title to, interest in or claim upon said premises, attaching or accruing subsequent to the lien of this mortgage, and shall be deemed secured by this mortgage and by the contract which it secures. In any action or proceeding to foreclose this mortgage, or to recover or collect the debt secured thereby, the provisions of law respecting the recovery of cost, disbursements and allowance shall prevail unsuspended by this covenant.