

13. All surplus funds of the Mortgagor, remaining after the payment of operating expenses, and after meeting the requirements set forth in the Note with respect to the payment of interest and amortization of the principal amount thereof, and the requirements of this mortgage with the respect to the payments to or the making of a deposit with the Mortgagee of any sum or sums in addition to said requirements of the Note, and after setting up working capital and reserves as hereinabove in Section 11 and 12 hereof required, and after the payment of dividends with respect to the capital stock of the Mortgagor, subject, however, to the restrictions contained in its Certificate of incorporation, shall be applied by the Mortgagor as additional payments on the Note, said payments, if any, to be made in multiples of \$1,000 on the anniversary date of the first installment payment next following the accumulation of such surplus funds.

14. The Mortgagor will not, except upon the prior written consent of the Mortgagee in each instance had and obtained, amend or permit the amendment of its Certificate of Incorporation in any respect.

15. The Mortgagor will not effect or suffer to be affected the sale, transfer, assignemnt, or conveyance of the Mortgaged property, the property included therein, or any substantial part thereof or the rents or any part of the rents thereof, or the encumbrancing or leasing of the Mortgaged property, or any part thereof or any interest therein, or the making of any agreement for any of such purposes, without the prior written consent of the Mortgagee.

16. Mortgagee may at any time and without notice deal in any way with Mortgagor, or grant to Mortgagor any indulgences or forbearances or any extensions of the time for payment of any indebtedness secured hereby, or may release portions of the mortgaged property from the lien hereof, without affecting the personal liability of any person for the payment of the indebtedness secured hereby or the lien of this mortgage upon the remainder of the mortgaged property for the full amount of the indebtedness then remaining unpaid.

17. Every right and remedy provided in this mortgage shall be cumulative of every other right and remedy of Mortgagee, whether herein or by law conferred, and may be enforced concerrently therewith; and no acceptance of the performance of any abligation as to which Mortgagor shall be in default, or waiver of performance of any obligation, shall be construed as a waiver of the same or any other default then, theretofore or thereafter existing.

18. Mortgagor agrees that upon commencement of any judicial proceeding to enforce any right under this mortgage, the court in which such proceeding is brought, at any time thereafter, without notice to Mortgagor or any party claiming under him (such notice being hereby expressly waived) and without reference to the then value of the mortgaged property, to the use of said property as a homestead, or to the solvency or insolvency of any person liable for any of said indebtedness, or other grounds for extraordinary relief, may appoint a receiver for the benefit of Mortgagee, with power to take immediate possession of the mortgaged property, manage, rent and collect the rents, issues and profits thereof; and such rents, issued and profits, when collected, may be applied toward the payment of any indebtedness then due and secured hereby, and the cost, taxes, insurance or other items necessary for the protection and preservation of the mortgaged property, including the expenses of such receivership; and in connection with the aforesaid proceedings, or if Mortgagee shall bring or defend any other action to protect or establish any of its rights hereunder, the Mortgagor will pay, in addition to costs and disbursements allowed by law, the reasonable costs of bringing or defending any such action, including reasonable attorney's fees, all of which shall be added to the indebtedness secured hereby.

19. Time is of the essence hereof and if default be made in making any payment under said note (or any extension or renewal thereof) or in any other payment provided for herein when the same shall become due, or if default be made in the performance of any covenant of this mortgage and the Contract, or any contract, agreement or indenture supplemental to or amendatory of any of them or of any contract or agreement by the Mortgagor with the Mortgagee and the Federal Housing Administrator, or either of them; or if any party liable for the indebtedness secured hereby file a voluntary petition in bankruptcy, make an assignment for the benefit of any creditor, or be declared bankrupt or insolvent; or if a debtor's or creditor's petition, filed pursuant to the provisions of the National Bankruptcy Act, as amended, affecting the mortgaged property be approved; or if the Mortgagor abandon any of the mortgaged property; then in any of said events, the Mortgagee is hereby authorized and empowered, at its option, without notice and without affecting the lien hereby created, or the priority of said lien, or any right of the Mortgagee hereunder:

- (a) To perform on behalf of the Mortgagor any such default covenant or agreement (except the agreement to pay the principal of the aforesaid Note and interest thereon) to such extent as Mortgagee shall determine, and enter upon the mortgaged property, inspect, repair and maintain the same and perform such other acts thereon as Mortgagee shall deem necessary and advance such moneys as Mortgagee shall deem advisable for any of the aforesaid purposes, but nothing herein contained shall be construed as requiring Mortgagee to advance money for any of the aforesaid purposes, and Mortgagee shall have the right to take possession of the mortgaged property and collect the rents, issues and profits therefrom and apply the same, less reasonable costs of collection, upon the indebtedness hereby