

The mortgagee shall have the right to apply any funds received from fire losses on account of the indebtedness or other items herein secured, or at its option may allow the same to be used in restoring the mortgaged premises provided the mortgagee, if restoration of the premises is agreed to, may retain said funds without interest until said premises be so restored in a satisfactory manner.

3. AND IT IS FURTHER COVENANTED, That the said mortgagor shall pay, as the same may become due, all taxes by whatsoever authority legally imposed upon the property hereby mortgaged, and in case he shall at any time neglect or fail so to do, then the said The Reliable Home Equipment Company, Incorporated its Agent may pay such taxes and reimburse itself for the same, with interest thereon at the rate of six per centum per annum; and that the same shall stand secured by this Mortgage.

4. AND IT IS FURTHER COVENANTED, That the said mortgagor, his agents, and tenants, shall keep the aforesaid premises in as good order and condition as they now are, and not commit waste, or any injury, to such an extent as to impair the value of the same as a security for the said loan.

5. AND IT IS FURTHER COVENANTED, That in the event the mortgagor, his heirs and assigns, do not keep said property and all equipment, appurtenances and accessories in proper repair and condition as hereinbefore specified, then the mortgagee or its assigns, may have the necessary repairs made and the cost thereof added to the amount of said principal and made a part thereof, and the same shall draw interest from the time of said payment for said repairs at the rate of six per centum per annum, and shall, with interest, be covered by the security of this Mortgage.

6. AND IT IS FURTHER COVENANTED, That in case of any litigation between the parties to this Mortgage, the said mortgagor shall not deny the corporate character of the said Company nor require any proof of such corporate character or such agency.

7. AND IT IS FURTHER COVENANTED, That in case of default in payment under any of the conditions of the said Note, or failure to pay any of the taxes hereinbefore specified, or to perform any of the other covenants of this Mortgage, for the space of thirty consecutive days, the said Company may at its option treat the whole principal as due with interest thereon up to said time, and thereafter at the rate above stipulated.

8. AND IT IS FURTHER COVENANTED, That in case the said debt, or any part thereof, is established by or under an action for foreclosure or of debt on the Note or in case of collections by an attorney that the said Company, in addition to the said debt, or so much thereof as is unpaid, shall also recover of the said mortgagor a reasonable fee to the Attorney of the said Company for his services in said action, not to exceed ten per cent of the amount unpaid and decreed to be payable—such fee to be incorporated in the judgment in said action and to be secured thereby.

9. AND IT IS FURTHER COVENANTED, That the said mortgagor will assign, and doth hereby assign, set over and transfer to the said Company, its successors and assigns, all of the rents, issues and profits of the said mortgaged premises, accruing and falling due from and after the service of a summons issued in action to foreclose this Mortgage after default in the conditions thereof, as further security for the debt then due and unpaid under this Mortgage, and the said mortgagor agrees that a receiver may be appointed to take charge thereof.