

default, the Mortgagor shall pay a reasonable sum, upon the amount due, for attorney's fees which shall be secured by this Mortgage, and shall be included in any judgment of foreclosure recovered.

9. The Mortgagor, its successors and assigns, shall hold and enjoy the said premises so long as the terms, conditions, covenants and provisions of the said Note and of this Mortgage shall be complied with and duly performed; however, any agent or representative of the Mortgagee shall have the right to enter upon said premises at any time and to inspect the same.

10. All the rights and powers herein conferred upon the Mortgagee, its successors and assigns, are cumulative of all other remedies and rights allowed by law and may be pursued concurrently. All obligations of the Mortgagor herein and hereunder shall extend to and be binding upon the successors and assigns of the Mortgagor, and all rights, powers, privileges and remedies herein conferred upon and given to the Mortgagee shall extend to and may be exercised and enjoyed by the successors and assigns of the Mortgagee.

11. That the Mortgagor hereby assigns, transfers, and sets over to the Mortgagee, up to the amount of the total indebtedness secured hereby, all awards of damages in connection with the condemnation of any of said property for public use or for injury to any thereof, and the proceeds of all such awards, after payment of all reasonable expenses incurred, including fees for attorneys representing the Mortgagee in any proceeding in which any such award is made, shall be paid to the Mortgagee, and the Mortgagee is hereby authorized in the name of the Mortgagor to execute and deliver valid acquittances thereof and to appeal from any or all of such awards.

12. That all moneys received by the Mortgagee during the continuance of any default hereunder, or under the said Promissory Note, by Mortgagor may be applied by the Mortgagee to the payment of any indebtedness secured hereby in such order as the Mortgagee may determine, notwithstanding any provision to the contrary herein or in the said Promissory Note contained.

13. And there is expressly reserved unto the Mortgagor the right to have portions of the property herein described, released and discharged from time to time from the lien, operation and effect of this Mortgage by the execution and delivery by the Mortgagee of appropriate and legally sufficient instruments for such purpose in the following cases and upon the following terms and conditions, that is to say: