

JBR: pw

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heaters, heating fixtures, tubs, sinks, water closets, basins, pipes, faucets, plumbing system, plumbing fixtures which are a part of said buildings, improvements and premises or which are or shall be attached to said buildings, improvements and premises by nails, screws, bolts, pipe connections, masonry, or in any other manner, are and shall be deemed to be fixtures and an accession to the freehold and a part of the realty as between the parties hereto, their respective heirs, personal representatives, successors and assigns, and all persons claiming by, through or under them, and shall be deemed to be a portion of the security for the indebtedness herein mentioned and to be covered by this mortgage.

TO HAVE AND TO HOLD the said premises and every part thereof with the appurtenances unto the said MORTGAGEE, its successors, legal representatives and assigns forever.

PROVIDED, ALWAYS, that if the said MORTGAGOR, its successors or assigns, shall pay unto the said MORTGAGEE, its successors or assigns, the said sum of money mentioned in the condition of the said note or obligation at the times and in the manner therein specified, and shall comply with all other conditions of this instrument then these presents and the estate hereby granted shall cease, determine and be void.

AND the said MORTGAGEE, its successors, legal representatives or assigns, shall be at liberty upon a complaint filed or any other proper legal proceeding being commenced for the foreclosure of this mortgage, to apply for, and the said MORTGAGEE shall be entitled as a matter of right, without consideration of the value of the mortgaged premises as security for the amounts due the MORTGAGEE, or of the solvency of any person or persons responsible for the payment of such amounts, to the appointment by any competent Court or Tribunal, without notice to any party, of a Receiver of the rents, issues and profits of the said premises with power to lease the said premises, or such part thereof, as may not then be under lease, and with such other powers as may be deemed necessary, who after deducting all proper charges and expenses attending the execution of the said trust as receiver, shall apply the residue of the said rents and profits to the payment and satisfaction of the amount remaining secured hereby, or to any deficiency which may exist after applying the proceeds of the sale of the said premises