is commenced to foreclose this mortgage, the court may, upon the motion of the Mortgagee, appoint a receiver to collect the rents, issues and profits arising out of said premises during the pendency of such foreclosure for the purpose of protecting and preserving the security hereof, by the payment of taxes, assessments and other charges, discharging liens, making repairs and doing such other things as may be necessary to protect and preserve the said property and the security hereof, and for the purpose, to the extent provided by Taw, of applying the rents, issues and profits to the payment of the amount due under this mortgage after first deducting all proper charges and expenses attending the execution of said receivership. Upon the commencement of any proceedings to collect the indebtedness or disbursements secured hereby, or any part thereof, by foreclosure of this mortgage, there shall become due, and the said Mortgagor agrees to pay in addition to the cost and charges allowed by law, a reasonable sum as and for actorneys' fees, said sum to be added to the mortgage indebtedness and to be secured under this mortgage as a part of said debt. Provided, however, that the failure of the Mortgagee to exercise its election to foreclose upon any default or defaults of the Mortgagor, shall not constitute a waiver of its right of foreclosure hereunder in the event of other or subsequent default or defaults.

- 13. That in the event of a sale of said premises or any part or parts thereof, under and by virtue of the provisions of this mortgage, the purchaser or purchasers thereof shall have immediate and peaceable possession of the same.
  - 14. That as an inducement to the Mortgagee to make this