

shall be lawful for the Mortgagee, its agents and attorneys, to enter into and upon the premises described in this mortgage, or any part thereof, and to receive all rents, issues and profits therefrom, including rents, the same when collected, after the deduction of all reasonable expenses, shall be applied on the indebtedness hereby secured.

10. It is covenanted and agreed by the Mortgagor that until the note secured by this mortgage has been repaid, within ninety (90) days after the end of each fiscal year, said Mortgagor will furnish to the Mortgagee a copy of its annual statement prepared by an independent auditor in accordance with usual accounting procedures.

11. Upon the event of default of payments required to be made on the Note hereby secured, and the continuance thereof for the period of grace, if any, specified herein, or upon default or failure on the part of Mortgagor to observe or perform any other covenants herein for the period of grace, if any, specified herein, then and in every such case the Mortgagee, in its discretion, may proceed to protect and enforce its right hereunder by suits in equity or at law, whether for the specific performance of any covenant or agreement herein contained or in execution or aid of any power herein granted, or for foreclosure hereunder or for the enforcement of any other proper, legal or equitable remedy, as the Mortgagee being advised by its counsel shall deem most effectual to protect and enforce the rights aforesaid. It is further agreed that in the event the Mortgagee shall incur any costs, charges or attorney's fees in maintaining the priority of the mortgage, or in protecting and enforcing its rights hereunder, or in foreclosing this mortgage, or in defending any action affecting in any manner the title of the premises, or any part thereof, there shall be assessed as part of the costs thereof in favor of the holder of this mortgage reasonable attorney's fees of the attorney for said holder and also the reasonable costs of continuing the abstracts of title to the mortgaged real estate herein described.