

~~death of the party of the second part, or in the case of a construction loan, if the party of the second part shall permit work on the project to become and remain interrupted for a period of fifteen (15) days without the written consent of the party of the first part.~~

8. That the party of the second part hereby assigns all rents, issues and profits of the mortgaged premises from and after any default hereunder, and agrees that should legal proceedings be instituted pursuant to this instrument, any judge having jurisdiction may, at Chambers or otherwise, appoint a receiver of the mortgaged premises, with full authority to take possession of the mortgaged premises, and collect the rents, issues and profits, including a reasonable rental to be fixed by the Court in the event said premises are occupied by the party of the second part, and after deducting all charges and expenses attending such proceeding and the execution of his trust as receiver, shall apply the residue of the rents, issues and profits toward the payment of the debt secured hereby.

9. If there is a default in the payment of any installment of principal or interest or in any of the terms, conditions or covenants of this agreement, then, at the option of the party of the first part, all sum then owing by the party of the second part to the party of the first part shall become immediately due and payable, and this mortgage may be foreclosed. Should any legal proceedings be instituted for the foreclosure of this mortgage, or