

10. Mortgagor will pay to Mortgagee, immediately and without demand, all sums of money advanced by Mortgagee pursuant to this Mortgage, together with interest on each such advancement at the rate of seven per cent (7%) per annum, and all such sums and interest thereon shall be secured hereby.

11. If default be made in payment, when due, of any instalment of principal or interest of said note or any part thereof, or in payment, when due, of any other sum secured hereby, or in performance of any obligation, covenants or agreements hereunder, the entire principal sum secured by this mortgage shall at once become due and payable without notice, at the option of the Mortgagee.

12. If the note, after default, should be placed in the hands of an attorney for suit or collection, or if, at any time, it should be deemed by the holder thereof necessary for the protection of its interests to place, and the holder should place, the said note and mortgage in the hands of an attorney for any legal proceedings; then and in either of such cases the Mortgagor promises to pay all costs and expenses including a reasonable attorney's fee, these to be added to the mortgage indebtedness, and to be secured under this Mortgage as a part of said debt.

13. The Mortgagee shall be at liberty immediately after any such default, 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 amount due the Mortgagee, or of the solvency of any person or persons bonded 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 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 to the payment of the amount due, including interest and the costs and a reasonable attorney's fee for the foreclosure and sale.

14. Should Mortgagor and Mortgagee hereafter enter into any agreement modifying or changing the terms of this Mortgage or the note secured hereby in any particular, the rights of the parties to such agreement shall be superior to the rights of the holder of any intervening lien or encumbrance.

15. Without affecting the liability of any person (other than any person released pursuant hereto) for payment of any indebtedness secured hereby, and without affecting the lien hereof upon any property not released pursuant hereto, Mortgagee may at any time and from time to time, without notice:

- (a) Release any person liable for payment of any indebtedness secured hereby.
- (b) Renew the indebtedness, or extend the time, or agree to alter the terms, of payment of any of the indebtedness.
- (c) Accept additional security of any kind.
- (d) Release any property securing the indebtedness.
- (e) Consent to the making of any map or plat of the premises, or the creation of any easements thereon or any covenants restricting use or occupancy thereof.

16. If the indebtedness secured hereby is now or hereafter further secured by chattel mortgages, pledges, contracts of guaranty, assignments of leases, or other securities, Mortgagee may at its option exhaust any one or more of said securities and the security hereunder, either concurrently or independently, and in such order as it may determine.

17. No delay by Mortgagee in exercising any right or remedy hereunder, or otherwise afforded by law, shall operate as a waiver thereof or preclude the exercise thereof during the continuance of any default hereunder.

18. That the Mortgagor shall permit the Mortgagee or its representatives to examine and inspect the premises at any reasonable times.

19. The entire principal sum secured by this Mortgage shall at once become due and payable without notice, at the option of the Mortgagee, if the Mortgagor, without first obtaining the written consent of the Mortgagee, shall bargain, sell, grant or convey the premises, or any part thereof, including timber, OR shall discontinue the dairy operation now carried on upon the mortgaged premises.

This Mortgage shall inure to and bind the heirs, legatees, devisees, administrators, executors, successors and assigns of the parties hereto. Wherever used herein, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Mortgagee shall be subrogated to the claims and liens of all parties whose claims or liens are discharged or paid with the proceeds of the loan secured hereby.

PROVIDED ALWAYS, nevertheless, and it is the true intent and meaning of the parties to these Presents, that if the said Mortgagor does and shall well and truly pay or cause to be paid unto the said Mortgagee the debt or sum of money aforesaid, with interest thereon, if any be due according to the true intent and meaning of the said note, and any and all other sums which may become due and payable hereunder, the estate hereby granted shall cease, determine and be utterly null and void; otherwise to remain in full force and virtue.

AND IT IS AGREED by and between the said parties that said Mortgagor shall be entitled to hold and enjoy the said Premises until default shall be made as herein provided.