

such other covenant or agreement of the Mortgagor, and the sum or sums so advanced or expended shall, at the election of the Mortgagee, be immediately due and payable and shall, with interest thereon at the rate of seven per cent (7%) per annum from the time of disbursement by the Mortgagee until repaid, be secured by this mortgage. The rights described herein are, at the option of the Mortgagee, in addition to, or in lieu of, the remedies provided by statute.

10. It is contemplated that this mortgage and the note which it secures will be assigned by the Mortgagee to the Trustees under the Indenture, their successors and assigns, as additional security for the Bonds of the Mortgagee secured by the Indenture. Any default under the terms and provisions of the Indenture shall constitute a default hereunder.

11. That in the event of default in the payment of the note or the indebtedness secured hereby or of any installment thereof or of interest or in the performance of any of the covenants herein contained, or any other default hereunder or upon any assignment made by the then owner of the premises for the benefit of creditors, or upon the appointment of a receiver, liquidator or trustee of the then owner of the premises or of any of its property, or the adjudication of such owner to be a bankrupt or insolvent, or the filing of any petition for the bankruptcy, reorganization or the arrangement of such owner pursuant to the Federal Bankruptcy Act or any similar statute, or the institution of any proceeding for the dissolution or liquidation of such owner, and, if such appointment, adjudication, petition or proceeding be involuntary and not consented to by such owner, the failure to have the same discharged, stayed or dismissed within 60 days, then in such case, or in any of such cases, the balance of unpaid principal with accrued interest and all other disbursements or indebtedness secured hereby together with interest thereon, shall, at the Mortgagee's election, become immediately due and payable, without notice, and (a) the Mortgagee may at once proceed to foreclose this mortgage for the amount due, and a decree be had to sell the said premises or any part or parts thereof, either together or in parcels, with all and every of the appurtenances, or any part thereof, in the manner prescribed by law, and out of the moneys arising from such sale to retain the said unpaid principal and interest, although the time for the pay-

ment of said principal sum may not have expired, together with the cost and charges of making such sale and of the suit of foreclosure and in addition thereto the amounts, including both principal and interest, of all such payments as may have been made by said Mortgagee by reason of the provisions herein and the overplus, if any, shall be paid, on demand, to the said Mortgagor; and in case a suit or action 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 law, 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 attorney's 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; and (b) if this mortgage shall have been assigned to the Trustees under the Indenture as aforesaid, said Trustees, their successors and assigns (without limitation of any of the foregoing remedies on default but as additional remedies hereunder), may to the extent permitted by law resort to and have the benefit of any of the remedies on default provided in the Indenture.

12. 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.