

(8) That if an attorney is employed to foreclose this Mortgage, or to collect any indebtedness hereby secured, or to enforce any provisions of the Agreement or this Mortgage, or for the purpose of defending the title to the mortgaged property, or to obtain possession thereof, before or after foreclosure, then, in either one or more of such events, Mortgagor agrees to pay such reasonable attorney's fees as may be incurred by Mortgagee for any such services, and the amount of such attorney's fees shall become a part of the indebtedness hereby secured, shall become immediately due and payable, without demand upon or notice to Mortgagor, and shall bear interest from the date of payment by Mortgagee; and, at its option, Mortgagee may thereupon declare the entire indebtedness hereby secured immediately due and payable and may proceed to foreclose this Mortgage, as hereinafter provided. These provisions shall apply to any proceeding in a court of equity, bankruptcy, or any other court, as well as under power of sale herein contained.

(9) That in the event any of the mortgaged property shall be acquired or taken under the power of eminent domain or the threat thereof, the consideration or compensation payable by reason thereof, shall be payable to Mortgagee up to the extent of the then outstanding balance of the indebtedness secured hereby unless Mortgagee shall agree otherwise.

(10) That any promise made by Mortgagor to pay money may be enforced by a suit at law, and the security of this Mortgage shall not be waived thereby, and as to such debts Mortgagor waives all right of exemption under any applicable law, and agrees to pay a reasonable attorney's fee for the collection thereof. Mortgagee shall be entitled to the appointment of a receiver in any action to foreclose this Mortgage.

(11) That all real estate and interests in real estate, all plants, buildings, structures, fixtures, tracts, and improvements thereto, and all machinery, gas manufacturing and other equipment, gas cylinders and containers, and all additions, substitutions, replacements and improvements thereto which Mortgagor hereafter acquires or makes shall immediately upon such acquisition or making and without any further mortgaging become and be a part of the