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Court, either in or out of court have a receiver appointed to take possession of the premises, to manage, operate and conserve the value thereof and to collect the rents, issues and profits thereof. Either Mortgagee or such receiver may also take possession of, and for these purposes use, any and all personal property contained in the premises and used by Mortgagor in the rental or leasing thereof or any part thereof. The right to enter and take possession of the premises and use any personal property therein, to manage, operate and conserve the same, and to collect the rents, issues and profits thereof, whether by a receiver or otherwise, shall be in addition to all other rights or remedies of Mortgagee hereunder or afforded by law, and may be exercised concurrently therewith or independently thereof. After paying costs of collection and any other expenses incurred the proceeds shall be applied to the payment of the indebtedness secured hereby in such order as Mortgagee shall elect, and Mortgagee shall not be liable to account to Mortgagor for any action taken pursuant hereto other than to account for any rents actually received by Mortgagee.

11. In case the indebtedness secured hereby or any part thereof is collected by suit or action or this mortgage is foreclosed, or put into the hands of an attorney for collection, suit, action or foreclosure, Mortgagor shall be chargeable with all costs and expenses, including an attorney's fee of ten per centum (10%), which shall be immediately due and payable and added to the mortgage indebtedness and secured hereby.

12. 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.

13. 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.

14. 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) 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.

*Etch
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