

And the said Mortgagor further covenants and agrees, should the said obligation be placed in the hands of an attorney for collection, by suit or otherwise, in case of any default in the covenants and agreements herein contained, to pay all costs of collection and litigation, together with a reasonable attorney's fee, and the same shall be a lien on the said premises and be secured by this mortgage, and payment thereof enforced in the same manner as the principal obligation.

Whenever the singular or plural number, or masculine, feminine, or neuter gender, is used herein, it shall equally include the other, and every mention herein of "Mortgagor" or "Mortgagee" shall include the heirs, executors, administrators, successors and assigns of the party or parties so designated.

The Mortgagor agrees that there shall be added to each monthly payment required hereunder or under the evidence of debt secured hereby, an amount estimated by the Mortgagee to be sufficient to enable the Mortgagee to pay as they become due, all taxes, assessments, and similar charges upon the premises subject thereto; any deficiency because of the insufficiency of such additional payments shall be forthwith deposited by the Mortgagor with the Mortgagee upon demand by the Mortgagee. Any default under the paragraph shall be deemed a default in payment of taxes, assessments or similar charges hereunder. Without limitation of the foregoing, "similar charges" shall include premiums for hazard insurance. The said deposits shall bear no interest and may be co-mingled with Mortgagee's funds.

It is further covenanted and agreed that no existing or future lease for a term in excess of two years or at an annual rent in excess of \$5,000.00, or which affects more than 10 per cent of the gross income of the premises, and which covers the premises or property or any part thereof, shall be canceled, surrendered, or modified without the written consent of the holder of the note hereby secured.

It is further covenanted and agreed that a default in the performance of any covenant of the Mortgagor in any lease assigned to the Mortgagee as additional or collateral security hereto, by reason of which default the tenant has the right to cancel such lease, or to claim any diminution of or offset against future rents, shall, at the option of the mortgagee or its assigns, constitute a default under this mortgage and the note which it secures, and the Mortgagee or its assigns shall have all the same rights and remedies herein as if such default had occurred on this mortgage or the note which it secures.

Any award for damages upon exercise of power of eminent domain by any party empowered to exercise that power, whether such damages be for the taking of any part of the premises conveyed, or any interest therein or damages thereto, shall be payable to the Mortgagee with option to apply any sum so received to the indebtedness hereby secured, or to release the same to the Mortgagor or successors in interest without thereby incurring any liability to junior encumbrancers or other parties.

Mortgagor shall furnish to Mortgagee each year within three months after the end of each fiscal year a statement of income and expenses certified by a Certified Public Accountant usually employed by Mortgagor.

In the event Mortgagor or its agent receives from any tenant or occupant of the premises rental or security deposits in excess of the normal rental for two months, at the option of Mortgagee and upon written request, such excess rental or security deposit will be deposited with and pledged to Mortgagee; such excess deposits shall constitute additional security for the indebtedness herein secured and may be sold with the other security in the event of foreclosure and sale.