

shall, at its option, be entitled to foreclose and to otherwise proceed in accordance with the terms and conditions set forth in this mortgage and the mortgages described under items 1 and 2 above and the notes respectively secured thereby.

10. AND IT IS FURTHER COVENANTED that in case the said debt, or any part thereof, is established by or under an action for foreclosure or of debt on the Note, or in case of collection by an attorney, that the said The Life Insurance Company of Virginia, in addition to the said debt, or so much thereof as is unpaid, shall also recover of the said mortgagor a reasonable fee to the attorney of the said The Life Insurance Company of Virginia for his services in said action, not to exceed ten per cent of the amount unpaid and decreed to be payable--such fee to be incorporated in the judgment in said action and to be secured thereby.

11. AND IT IS FURTHER COVENANTED, that the mortgagor, for itself and its successors and assigns, does hereby assign and set over unto the mortgagee all rents from the above mortgaged property hereafter accruing as additional security for the indebtedness and other items herein secured and for the purpose of keeping said mortgaged property in proper repair and the mortgagee and assigns are given a prior and continuing lien thereon. The mortgagor does appoint the mortgagee, or its attorney, to collect said rents with or without suit and apply the same, less expenses of collection, including agent's commission of five (5) per cent on all rental collected, to the said indebtedness, other secured items and repairs, in such manner as the mortgagee may elect; provided, however, that until there be a default under the terms of this deed, the mortgagor may continue to collect and enjoy said rents. The curing of any default, however, shall not entitle the mortgagor to again collect said rents unless con-