

impair or weaken the security of this mortgage. And in case of the refusal, neglect or inability of the mortgagor to repair and maintain said property, the Mortgagee may, at his option, make such repairs or cause the same to be made, and advance monies in that behalf.

5. To pay all and singular the costs, charges and expenses, including lawyer's fees and abstract costs reasonably incurred or paid at any time by the Mortgagee because of the failure on the part of the Mortgagor to perform, comply with and abide by each and every of the stipulations, agreements, conditions and covenants of said promissory note and this Deed, or either, and every such payment shall bear interest from date at the rate of ten per centum per annum.

6. That (a) in the event of any breach of this mortgage or default on the part of the Mortgagor, or (b) in the event any of said sums of money herein referred to be not promptly and fully paid within 15 days next after the same severally become due and payable, without demand or notice, or (c) in the event each and every one of the stipulations, agreements, conditions and covenants of said promissory note and this mortgage, any or either, are not duly, promptly and fully performed, discharged, executed, effected, completed, complied with and abided by, then, in either or any such event, the said aggregate sum mentioned in said promissory note then remaining unpaid, with interest accrued, and all moneys secured hereby, shall become due and payable forthwith, or thereafter, at the option of said Mortgagee, as fully and completely as if all of the said sums of money were originally stipulated to be paid on such day, anything in said promissory note, and/or in this mortgage to the contrary notwithstanding; and thereupon or thereafter at the option of said Mortgagee, without notice or demand, suit at law or in equity, theretofore, or thereafter begun, may be prosecuted as if all moneys secured hereby had matured prior to its institution.

7. It is further covenanted and agreed by said parties that in the event of a suit being instituted to foreclose this mortgage, the Mortgagee shall be entitled to apply at any time pending such foreclosure suit to the Court having jurisdiction thereof for the appointment of a receiver of all and singular the mortgaged property, and of all rents, incomes, profits, issues and revenues thereof, and from whatsoever source derived; and thereupon it is hereby expressly covenanted and agreed that the Court shall forthwith appoint such receiver with the usual powers and duties of receivers in like cases; and said appointment shall be made by the Court as a matter of strict right to the Mortgagee, and without reference to the adequacy of the value of the property hereby mortgaged, or to the solvency or insolvency of the Mortgagor or any other party defendant to such suit. The Mortgagor hereby specifically waives the right to object to the appointment of a receiver as aforesaid, and hereby expressly consents that such appointment shall be made as an admitted equity and as a matter of absolute right to the Mortgagee and that the same may be done without notice to the Mortgagor.

8. If foreclosure proceedings should be instituted against the property covered by this mortgage upon any other lien or claim whether alleged to be superior or junior to the lien of this mortgage, the Mortgagee may, at his option, immediately upon institution of such suit or during the pendency thereof, declare this mortgage and the indebtedness secured hereby, due and payable forthwith, and may, at its option, proceed to foreclose this mortgage.