

by the owner without the consent of the mortgagee, in writing, and, in the event such policies accrue or premiums are assigned or pledged without such consent, the whole of said principal sum and interest shall become due at the option of the holder of said mortgage.

24. Mortgagor covenants and agrees to deliver to mortgagee, not less than ten (10) days prior to the expiration of each insurance policy hereunder required, a copy or other appropriate evidence of such policy, and mortgagor will arrange to have inserted in all insurance policies required hereunder the provision that no such policy shall be cancelled without prior written notice to the mortgagee.

25. That wherever used in this mortgage, unless the context clearly indicates a contrary intent or unless otherwise specifically provided herein, the word "mortgagor" shall mean "mortgagor and/or any subsequent owner or owners of the premises," the word "mortgagee" shall mean "mortgagee or any subsequent holder or holders of this mortgage," the word "note" shall mean "note or bond secured by this mortgage," the word "person" shall mean "an individual, corporation, partnership or unincorporated association," and the word "premises" shall include the real estate hereinbefore described together with all equipment, condemnation awards and any other rights or property interests at any time made subject to the lien of this mortgage by the terms hereof.

26. That this mortgage cannot be changed except by an agreement in writing, signed by the party against whom enforcement of the change is sought.

27. That said mortgagor does hereby bind itself and its successors and assigns to procure or execute any further necessary assurance of title to the said premises and also to warrant and forever defend all and singular the said premises unto the said mortgagee, its successors and assigns, from and against itself, and its successors and assigns, and against every person or persons whomsoever lawfully claiming the said or any part thereof.

28. No action, delay or failure on the part of the holder to exercise any right or remedy hereunder shall operate as a waiver thereof and such rights and remedies shall be deemed continuous, nor shall a partial exercise preclude full exercise thereof; and no right or remedy of the holder hereof shall be deemed abridged or modified by any course of conduct and no waiver thereof shall be predicated thereon, nor shall failure to exercise any such right or remedy subject the holder hereof to any liability. All rights and remedies of the holder shall be cumulative and may be exercised singly or concurrently. Notwithstanding anything to the contrary herein contained, the mortgagor hereby waives trial by jury, and the right to interpose any defense, setoff or counterclaim whatsoever, and agrees to pay all costs and expenses of any action or preparation for any action to enforce this mortgage and the note which it secures (whether or not the same be actually commenced) and an attorney's fee of fifteen (15) per cent of the amount then owing and unpaid, and said amount shall be a lien upon the mortgaged premises above described in the same manner and with the same force and effect as if such additional expenses and fees were part of the original principal sum of this mortgage.

29. The obligation of the mortgage and the note which it secures shall continue until the entire debt is paid, notwithstanding any action or actions of partial foreclosure which may be brought to recover any amount or amounts for installments of principal, interest, taxes, assessments, water rates or fire insurance premiums due and payable under the provisions of the mortgage.