

of from the holder or holders of said indebtedness or of any part thereof, if it can be done without suit, or within a reasonable time after such notice, if suit is necessary, remedy such defect, extinguish such lien or remove its cloud of such claim, as the case may be; and

Third: That if default is made in the performance of any one or more of the foregoing stipulations, provisions and agreements, that same may be performed by the said Walter E. Heller & Company of Georgia, or other holder or holders of said indebtedness, or of any part thereof, in the name and for the account and at the expense of Mortgagor, but without prejudice to, or waiving, or in any manner affecting the right of the holder or holders of said indebtedness, or of any part thereof, to declare the same matured, due and payable because of such default, as is hereinafter provided, and any and all sums of money paid by the holder or holders of said indebtedness or of any part thereof, in so doing shall be payable by Mortgagor, on demand, to the holder or holders of said indebtedness at Atlanta, Georgia, or at such other place as the holder hereof may designate in writing, delivered or mailed, to the Mortgagor, with interest at the highest legal rate per annum from the date when the same were so incurred, and shall stand secured by and under this instrument in like manner as the indebtedness hereinbefore described. The nature and amount of any such expense and the time when paid shall be held to be fully established by the affidavit of such holder or holders of the indebtedness, or any part thereof, hereinbefore described; and