

by legal proceedings, the further sum of ten per centum on the amount then due shall be paid by the mortgagors or the person or persons claiming through or under the mortgagors, for attorneys' commissions and also in addition thereto, there shall be paid a reasonable counsel fee, all of which stand secured by this mortgage and may be recovered in any suit or action hereupon or hereunder.

7. That upon default in the payment of any of the indebtedness secured hereby, or any part thereof, or any part of the interest thereon, or upon any failure of the mortgagors to keep and perform all of the covenants and conditions hereof, or of any other instruments securing this obligation, that then the mortgagee or its successors or assigns may enter and possess said premises, and shall have, demand, collect, receive and receipt for the rents, income and profit of the same and apply the net residue thereof, after deducting all expenses, to the payment of said debts; and the entire rents, income and profits accruing from or issuing out of said mortgaged premises, until the indebtedness secured hereby shall be fully paid, are hereby assigned, transferred and delivered unto the mortgagee and its successors and assigns, to be applied to said indebtedness after first deducting the expenses of the collection thereof, all of which shall be without any liability whatsoever on the part of the mortgagee or its successors or assigns, for laches or neglect in collecting the said rents, income and profits.

8. That upon default in the payment of any of the indebtedness secured hereby, or any part thereof, or any part of the interest thereon, or upon any failure of the mortgagors to keep and perform all of the covenants and conditions hereof, or of any other instruments securing this obligation, that then and in any such event, the whole amount of the indebtedness hereby secured, at that time unpaid, shall, at the option of the lawful owner and holder of said note and of this security be and become due and collectible at once, anything hereinbefore or in said note contained to the contrary, notwithstanding; such option to be exercised without notice.