

actually collected. The right is reserved unto the said Mortgagee to have a Receiver appointed by a court of competent jurisdiction at all times upon default in the payment of any of the monthly installments herein provided for. Default by the Mortgagor under any of the terms and provisions of the Assignment of Leases, Rents and Profits executed simultaneously herewith, or under any of the leases assigned thereby, shall be deemed a default under the terms of this Mortgage and the Note secured hereby. Notwithstanding any covenant, condition or promise contained herein, the Mortgagor covenants and agrees that the Mortgagee shall have the right and privilege to relet the premises and to assume the management of the property pursuant to this Assignment when the Mortgagor is in possession.

AND IT IS FURTHER AGREED, by and between the said parties, that should legal proceedings be instituted for the foreclosure of this Mortgage or for any purpose involving this Mortgage, that all costs and expenses incurred by the Mortgagee, including a reasonable counsel fee, shall thereupon become due and payable as a part of the debt secured hereby, and may be recovered and collected hereunder.

The Mortgagor further covenants to keep the building on said premises in good repair and condition and not suffer waste thereof.

THE MORTGAGOR FURTHER COVENANTS AND AGREES that no building on the premises shall be altered, removed or demolished without the consent of the Mortgagee; and that the Mortgagor within five (5) days, upon request in person, or within ten (10) days, upon request by mail, will furnish a written statement duly acknowledged of the amount due on this Mortgage and whether any offsets or defenses exist against the mortgage debt.