

rents, income and profits from said premises, including the authority to let or relet the premises or part thereof when the same shall become vacant, and apply the net proceeds (after paying costs of receivership) upon said debt, interest, costs and expenses, without liability to account for any more than the rents and profits actually received; and the Mortgagee shall be entitled to the appointment of such receiver as a matter of right, without consideration to the value of the mortgaged premises as security for the amounts due or the solvency of any person or persons liable for the payment of such amounts. This right is cumulative and is not a waiver by the mortgagee of any of its other rights hereunder.

11. That (in addition to any of the other provisions and remedies hereof or as provided by law, and without in any manner modifying or diminishing the rights of the Mortgagee hereunder or thereunder) in case proceedings for foreclosure shall be instituted, the Mortgagor agrees to and does hereby assign the rents and profits arising or to arise from the mortgaged premises as additional security for this loan, and agrees that any Judge of jurisdiction may, at chambers or otherwise, appoint a receiver of the mortgaged premises, with full authority to take possession of the premises, and collect the rents, and profits, with authority to let or relet the premises or part thereof when the same shall become vacant, and apply the net proceeds (after paying costs of receivership) upon said debt, interest, costs and expenses, without liability to account for any more than the rents and profits actually received.

12. That the rights of the Mortgagee arising under the clauses and covenants contained in this mortgage shall be separate, distinct and cumulative and none of them shall be in exclusion of the other; that the invalidity of one or more of the clauses and covenants contained herein shall not in any way affect the validity or enforceability of the remaining provisions herein contained; that no act of the Mortgagee shall be construed as an election to proceed under any one provision, anything herein or otherwise to the contrary notwithstanding.

It is agreed that the Mortgagor shall hold and enjoy the premises above conveyed until there is a default under this mortgage or in the note secured hereby. It is the true meaning of this instrument that if the Mortgagor shall fully perform all the terms, conditions and covenants of this mortgage, the note secured hereby and the loan agreement, this mortgage shall be utterly null and void; otherwise to remain in full force and virtue. If there is a default in any of the terms, conditions or covenants of this mortgage, or in the note secured hereby, then, at the option of the Mortgagee, all sums then owing by the Mortgagor to the Mortgagee shall become immediately due and payable and this mortgage may be foreclosed. Should any legal proceedings be instituted for the foreclosure of this mortgage, or should the Mortgagee become a party to any suit involving this mortgage or the title to the premises described herein, or should the debt secured hereby or any part thereof be placed in the hands of an attorney at law for collection by suit or