- 19. That all moneys and awards payable as damages and/or compensation for the taking of title to or possession of, or for damage to, or on account of change of grade affecting any portion of the property subject to this mortgage by reason of any condemnation, eminent domain, change of grade, or other proceeding shall be paid to the mortgagee and such moneys and awards are hereby assigned to such mortgagee, and judgment therefor shall be entered in favor of such mortgagee, and when paid may, at the option of the mortgagee, (1) be applied, in whole or in part by mortgagee upon any indebtedness or obligation secured hereby, whether the same be matured or unmatured, and in such order as mortgagee may determine; (2) be used in whole or in part to replace or restore the property to a condition satisfactory to mortgagee; (3) be used in whole or in part to fulfill any of the covenants contained herein as the mortgagee may require; or (4) be released to the mortgagor; and the mortgagor hereby covenants and agrees, upon request by the mortgagee, to make, execute and deliver any and all assignments and other instruments sufficient for the purpose of assigning the aforesaid moneys and awards to the mortgagee free, clear and discharged of any and all encumbrances or any kind or nature whatsoever.
- 20. The mortgagor agrees not to set up or claim the benefit of curtesy or dower laws, or any exemption or insolvency laws against any claim of the mortgages, for any sum of money which may become due and payable to it, under the covenants and agreements of the note, or of this mortgage, or any other instrument securing said note, or against the securing of execution of any judgment sought thereon, all of said rights and exemptions being hereby expressly waived.
- 21. The mortgagee shall have authority, in his discretion, to employ agents and attorneys in the execution of this mortgage, and to protect the interests of said mortgagee hereunder, and to the extent permitted by law, the same shall be compensated, and all expenses in and about the employment, including those of litigation, shall be paid out of the proceeds of sale of the said property should a sale be had, and if no sale be had, all sums so paid out shall be recoverable to the extend permitted by law by all remedies at law or in equity, by which the debt hereby secured may be recovered.
- 22. When such interpretation is appropriate any word denoting gender used berein shall include all persons, natural or artificial, and words used in the singular shall include the plural. All covenants, provisions and conditions herein contained shall be binding upon and apply to the heirs, executors, administrators, successors and assigns of Mortgagor; shall inure to the benefit of the mortgagee, its successors and/or assigns; and are intended and shall be held to be real covenants running with the land. The term "Mortgagor" shall also include any and all subsequent owners of the mortgaged premises and, unless expressly excepted, the maker of said note.
- 23. It is hereby expressly covenanted and agreed that in the event any portion of this mortgage is declared invalid for any reason, then only such portion declared to be invalid shall be stricken herefrom, and the remaining portions of this mortgage not so stricken shall continue to be in full force and effect.
- 24. Should any default be made by Mortgagor in the payment of interest or of any installment of principal, or of any part thereof, or of any tax, assessment, water rent or other municipal or governmental charge, rate, imposition or lien, or of any part thereof on any day upon which any of the same shall be due and payable, or should Mortgagor default in the payment of any premium of insurance, or any other sum required to be paid pursuant to the provisions hereof or of the Note, on any day on which any or either of the same shall be due and payable; or should Mortgagor default in the observance or performance of or the prevention of any violation of any of the covenants, conditions, terms or agreements hereof or of the Note or of any other instrument securing said Note; or if Mortgagor should default in performance of any of the terms, covenants, agreements and conditions of any lease assigned to Mortgagee as security for the debt herein described; or should proceedings be instituted for the foreclosure or collection of any mortgage, judgment or lien prior or subordinate to the lien of this mortgage affecting the mortgaged premises; or should proceedings be instituted by or against Mortgagor under any bankruptcy or insolvency law or other law for the benefit of creditors or relief of debtors; or

Page 7 of an 8 page mortgage dated December 27, 1973, by and between Westside City, Inc., mortgagor, and Southern Bank and Trust Company, mortgagee. Mortgagor to initial here: