

THAT if the Mortgagee is made or becomes a party to any suit or action by reason of this Mortgage or the indebtedness hereby secured, the Mortgagor will pay all expenses incurred by the Mortgagee therein including a reasonable attorney's fee.

THAT in the event the premises or any portion of the same are taken by condemnation or by eminent domain proceedings, that such sum or sums paid as compensation thereof, not exceeding the amounts advanced under the term of the Note and Mortgage, plus accrued interest thereon, shall be payable directly to the Mortgagee, its successors and assigns, by such party or parties exercising the right of condemnation or eminent domain.

THAT upon default by the Mortgagor in the payment of interest or of any installment of principal as set forth in the Note, or in the event the Mortgagor shall fail to comply with the laws, rules, regulations or ordinances made or promulgated by lawful authority which are now or hereafter become applicable to the mortgaged lands after notice has been given in accordance with the Loan Agreement or should any default be made by the Mortgagor after notice has been given in accordance with the Loan Agreement in the performance of any covenants or agreements in the Note secured hereby or in this Mortgage or in the Loan Agreement hereinabove mentioned, or should proceedings be instituted for the foreclosure or collection of any mortgage or other lien prior to or subordinate to said Mortgage affecting the mortgaged premises, or should proceedings be instituted by or against the Mortgagor under any bankruptcy or insolvency law, or should the Mortgagor commit any act of bankruptcy or make an assignment for the benefit of its creditors or confession of judgment or entry of judgment of record which remains unsatisfied, or should title to or possession of the mortgaged premises pass to any receiver or trustee or assignee, then in any of these cases should the default or failure of compliance continue for a period of ten (10) days after written notice from the Mortgagee to the Mortgagor hereunder is given as provided in the Loan Agreement, the aforesaid principal indebtedness or so much thereof as may remain unpaid with all outstanding interest at the option of the Mortgagee shall become due immediately thereafter.

THAT the Mortgagor hereby assigns all contracts of sale on portions of the mortgaged premises from and after any default hereunder to the Mortgagee and hereby irrevocably appoints the Mortgagee its Agent and Attorney to collect all contracts of sale and apply them to the payment of the debt secured hereby.

THAT the Mortgagee, its successors and assigns, shall have the full right of ingress, egress, and regress over, upon and across any and all of the roads, whether open, proposed or opened subsequent hereto, upon the mortgaged premises.

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