

become payable and, as to the last three items, upon such default continuing for the space of 30 days after notice from the mortgagee or its assigns, or (in case of payment by the mortgagee as herein allowed) upon the mortgagor's failing for a like period to make good such default by repayment -- then the entire amount of the debt secured or intended to be secured hereby shall become due at the option of the said mortgagee, or its assigns, although the period for the payment thereof may not then have expired. And it is agreed, by and between the said parties, that should legal proceedings be instituted for the collection of the debt secured hereby, then, and in that event, the said mortgagee, or its assigns, shall have the right to have a receiver appointed of the rents and profits of the above-described premises who, after deducting all charges and expenses attending such proceedings and the execution of the said trust as receiver, shall apply the residue of the said rents and profits towards the payment of the debt secured hereby. 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, or should the debt hereby secured be placed in the hands of an attorney at law, for collection by suit or otherwise, that all costs and expenses incurred by the mortgagee or its assigns, including a reasonable counsel fee (of not less than 10% of the amount involved), shall thereupon become due and payable as a part of the debt secured hereby and may be recovered and collected hereunder. Provided, always, and it is the true intent and meaning of the parties to these presents, that if the said J. A. TINSLEY, his heirs, executors or administrators shall pay or cause to be paid unto the said ASH MAIL ORDER SYSTEMS, INC., or its assigns, the said debt with the interest thereon, if any shall be due, and also all sums of money paid by the said mortgagee or its assigns, according to the conditions and agreements of the said Promissory Note and of this mortgage, then this deed of bargain and sale shall cease, determine and be void, otherwise it shall remain in full force and virtue. And, it