

thereof be placed in the hands of an attorney at law for collection by suit or otherwise, all costs and expenses incurred by the Mortgagee, and a reasonable attorney's fee, shall thereupon become due and payable immediately or on demand, at the option of the Mortgagee, as a part of the debt secured hereby, and may be recovered and collected hereunder;

10. Mortgagors further agree that they shall be considered in default of this mortgage if they become insolvent or make an assignment for the benefit of creditors, or file a petition in bankruptcy, or any adjudicated bankrupt or if a receiver is appointed for Mortgagors or if the mortgaged premises shall be sold on judgment or execution processed by any sheriff or marshal or constable or other proper legal officer;

11. The granting of extension or extensions of time by the Mortgagee with respect to the performance of any provision of this mortgage or said note on the part of the Mortgagors to be performed, or the taking of any additional security, or the waiver by the Mortgagee or failure by the Mortgagee to enforce any provision of this mortgage or said note or to declare a default with respect thereto, shall not operate as a waiver of any subsequent default or defaults or affect the rights of the Mortgagee to exercise all rights or remedies stipulated herein and therein;

12. That he hereby assigns all rents, issues and profits of the mortgaged premises from and after any default hereunder, and agrees that, should legal proceedings be instituted pursuant to this instrument, any judge having jurisdiction may, at Chambers or otherwise, appoint a receiver of the mortgaged premises, with full authority to take possession of the mortgaged premises, and collect the rents, issues and profits, including a reasonable rental to be fixed by the Court in the event said premises are occupied by the mortgagor, and after deducting all charges and expenses attending such proceedings and the execution of his trust as receiver, shall apply the residue of the rents, issues and profits toward the payment of the debt secured hereby;

13. If the Mortgagee or its assigns shall become a party to any proceeding whatsoever, including condemnation proceedings instituted by any party authorized by law to file same, by reason of its status as mortgagee herein, then all expenses incurred by it in connection herewith, including attorney's fees, shall be added to the debt hereby secured and shall be immediately due and payable. That any award and all awards heretofore made and hereafter to be made by any governmental authority for any municipal, county, state, or federal authorities the present and all subsequent owners of the premises covered by the mortgage, including any award or awards whether for a taking of title to, possession of, or any interest in, the mortgaged premises or any part thereof and any award or awards received for damages sustained by the mortgage premises or any part thereof or for any change or changes of grade of streets, affecting said premises, are hereby assigned to the mortgagee or its assigns; and the mortgagee at its option, is hereby authorized, directed and empowered to collect and receive the proceeds of any such award or awards from the authorities making the same, and to give proper receipts therefor, and to apply the same toward the payment of the amount owing on account of the mortgage debt, notwithstanding the fact that the amount owing on account of the mortgage debt may not be then due and payable, and the Mortgagors hereby covenant and agree to and with the Mortgagee upon receipt by the Mortgagee to make, execute and deliver any and all assignments and any other instruments sufficient for the purpose of assigning the aforesaid award or awards to the Mortgagee free, clear and discharged of any and all encumbrances of any kind or nature whatsoever;

14. In the event of the passage of any state, federal municipal, or other governmental law, order, rule or regulation, subsequent to the date hereof, in any manner changing or modifying the laws now in force governing the taxation of debts secured by mortgages or the manner of collecting taxes so as to affect adversely the Mortgagee, the Mortgagors will promptly pay any such tax; if the Mortgagors fail to make such prompt payment or if any such state, federal, municipal or other governmental law, order, rule or regulation prohibits the Mortgagors from

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