

assessment and premium, and of the amount necessary to be paid in satisfaction thereof.

11. Mortgagor will pay to Mortgagee, immediately and without demand, all sums of money advanced by Mortgagee pursuant to paragraph 10 hereinabove, together with interest on each such advancement at the rate of Ten (10%) percent per annum, or the highest legal rate, whichever is less, and all such sums and interest thereon shall be secured hereby.

12. If default be made in payment of any installment of principal or interest on said Note or any part thereof, (or of the insurance premiums, or of the taxes, or of the assessments hereinabove mentioned, or in payment of any other sum secured hereby when the same shall severally become payable, although the period for the payment thereof may not then have expired), or should there be any default in performance of any of Mortgagor's obligations, covenants or agreement hereunder:

- (a) All of the indebtedness secured hereby shall become and be immediately due and payable at the option of Mortgagee, without notice or demand which are hereby expressly waived, and this Mortgage may be foreclosed.
- (b) Irrespective of whether Mortgagee accelerates the maturity of all indebtedness secured hereby, or institutes foreclosure proceedings, Mortgagee may collect the rents, issues and profits of the premises, and may enter and take possession thereof and manage and operate the same and take any action which, in Mortgagee's judgment, is necessary or proper to conserve the value of the premises, or Mortgagee, at its option, may upon application to a Judge of the appropriate Circuit Court, either in or out of Court, have a receiver appointed to take possession of the premises, to manage operate and conserve the value thereof and to collect the rents, issues and profits thereof. Either Mortgagee or such receiver may also take possession of, and for these purposes use, any and all personal property contained in the premises and used by Mortgagor in the rental or leasing thereof or any part thereof. The right to enter and take possession of the premises and use any personal property therein, to manage, operate and conserve the same, and to collect the rents, issues and profits