

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 extent 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 herein 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 should proceedings be instituted for the foreclosure or collection of any mortgage, judgment or other 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 should title to or possession of the mortgaged premises pass to any receiver, trustee or assignee for the benefit of creditors, or should any representations contained in the note be or become untrue; then a default shall exist hereunder and, at the option of said mortgagee, or its successors or assigns, the whole indebtedness and all sums secured by this mortgage, including but not limited to the unpaid principal balance due on the note and all accrued interest thereon and all advances made to or on account of the mortgagor and not repaid by mortgagor to mortgagee for taxes, assessments, premiums on insurance and other charges of any kind whatsoever with all accrued interest thereon, shall at once become due and payable without notice, and this mortgage may be foreclosed for the whole amount of said monies, interest, costs, and attorney's fees and mortgagee may exercise such other rights and remedies as shall be available to it under any other security for said note, or under applicable law. At foreclosure sale, mortgagee shall have the