

then, and in that event, the Mortgagee, its successors or assigns, shall have the right to have a Receiver appointed of the rents and profits of the above described premises, with power to forthwith lease out the said premises anew if he should so elect, 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 debts 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, its successors or assigns, including a reasonable counsel fee (of not less than ten per centum [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 when the Mortgagor, its successors or assigns, shall pay, or cause to be paid unto the Mortgagee, its successors, certain attorneys, or assigns, the said debt, with the interest thereon, if any shall be due, and also all sums of money paid by the Mortgagee, its successors or assigns, according to the conditions and agreements of the Note, and of this Mortgage, and shall perform all the obligations according to the true intent and meaning of the Note and Mortgage, and the conditions