

jurisdiction, at chambers or otherwise, regardless of the adequacy of the security or the solvency of Mortgagor, shall be a matter of right to Mortgagee. All such net income, after payment of any collection, management, and attorney's fees, shall be applied toward the payment of any advances made by the Mortgagee or in reduction of any indebtedness, including interest thereon, hereby secured in such manner or proportion as the Mortgagee may elect, without liability to account for anything more than the rents and proceeds actually received.

9. That it, without first obtaining the written consent of Mortgagee hereto, shall not (a) assign the rents, or any part thereof, from the premises, (b) consent to the cancellation or surrender of any lease of the premises, or any part thereof, now existing or hereafter to be made, having an unexpired term of one year or more, (c) modify any such lease so as to shorten the unexpired term thereof, or so as to decrease the amount of the rent payable thereunder, or (d) collect rents from the premises for more than one month in advance.

10. That if it fails to insure the premises, or to pay and furnish receipts for all taxes and assessments (unless the same are being contested in the manner permitted by Section 4 hereof), or to pay debts, claims, or other charges for repairs and improvements, or to keep the premises in good condition and repair, all as provided herein, Mortgagee may at its option procure such insurance, pay such taxes and assessments, redeem the property from any tax sale, procure such receipts, or enter upon the premises and make such repairs as it may deem necessary; and Mortgagor shall pay to Mortgagee all sums which it shall have so paid, together with interest thereon at the rate set forth in the said promissory note from the date the same was paid, and for payment thereof, this mortgage shall stand as security in like manner and effect as for the payment of the indebtedness referred to above; but the failure of Mortgagee to procure such insurance, to pay such taxes and assessments, to redeem the property from any tax sale, or to make repairs shall in no way render Mortgagee liable to Mortgagor. If Mortgagee shall elect to advance insurance premiums, taxes, or assessments, or redeem from tax sale, the receipt of the insurance company or of the proper tax official shall be conclusive evidence of the amount, validity, and the fact of payment thereof.

11. Mortgagor shall pay to Mortgagee all sums, including costs, expenses, and reasonable agent's or attorney's fees (including attorney's fees in connection with appellate proceedings), which it may expend or become obligated to pay in any proceedings, legal or otherwise, to prevent the commission of waste, to protect or to sustain its security interest in the mortgaged property or to defend against liens, claims, rights, estates, easements, or restrictions, asserting priority to this mortgage; in payment, settlement, discharge, or release of any asserted lien, claim, right, easement, or restriction made upon advice of competent counsel that the same is superior to the mortgage lien held by Mortgagee; for title insurance, abstract of title or extension thereof; or in connection with any suit to enforce or foreclose this mortgage or to recover any sums hereby

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