

or defaults or affect the rights of the Mortgagee to exercise all rights or remedies stipulated herein and therein;

12. That it hereby assigns all rents, issue and profits of the mortgaged premises from and after any default hereunder, and agrees that, should legal proceedings be instituted pursuant to this instrument, a Court having jurisdiction may 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) who shall after deducting all charges and expenses attending such proceeding and the execution of his trust as receiver, apply the residue of the rents, issues and profits toward the payment of the debt secured hereby;

13. That 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 attorneys' fees, shall be added to the debt secured and shall be immediately due and payable.

14. That any award and all awards heretofore made and hereafter to be made by any governmental authority to 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 mortgaged 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 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 even though such amount may not be then due and payable; and the Mortgagor hereby covenants and agrees to make, execute and deliver any and all