

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 any 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, notwithstanding the fact that the amount owing on account of the mortgage debt may not be then due and payable, and the Mortgagor hereby covenants and agrees to and with the Mortgagee upon receipt by the Mortgagee to make, execute and deliver any and all assignments and any other instruments sufficient for the purpose of assigning the aforesaid award or awards to the Mortgagee free, clear and discharged of any and all encumbrances of any kind or nature whatsoever;

13. In the event that any payment is not made within ten (10) days from the date same is due, the undersigned agrees to pay a "late charge" to apply as additional collection costs, of Four Dollars (\$4.00) or four percent (4%) of such past due payment, whichever is greater;

14. If there is a default in any of the terms, conditions, or covenants of this Mortgage or of the Mortgage Notes secured hereby, then, at the option of the Mortgagee, all sums then owing by the Mortgagor to the Mortgagee shall become immediately due and payable, and this Mortgage may be foreclosed. Should any legal proceedings be instituted for the foreclosure of this Mortgage, or should the Mortgagee become a party to any suit involving this Mortgage or the title to the premises described herein, or should the debt secured hereby or any part thereof be placed in the hands of an attorney at law for collection by suit or otherwise, all costs and expenses incurred by the Mortgagee, and a reasonable attorney's fee, shall thereupon become due and payable immediately or on demand, at the option of the Mortgagee, as a part of the debt secured hereby, and may be recovered and collected hereunder;

15. That Mortgagor shall be considered in default of this Mortgage if it becomes insolvent or makes an assignment for the benefit of creditors, or files a voluntary petition in bankruptcy, or if Mortgagor is adjudicated bankrupt upon the filing of an involuntary petition, or if a receiver is appointed for Mortgagor (unless such order of bankruptcy or receivership be vacated within sixty (60) days of the date of issue), or if the mortgaged premises shall be sold on judgment or execution processed by any sheriff or marshal or constable or other proper legal officer;

16. The granting of extension or extensions of time by the Mortgagee with respect to the performance of any provision of this Mortgage or said notes on the part of the Mortgagor to be performed, or the taking of any additional security, or the waiver by the Mortgagee or failure by the Mortgagee to enforce any provision of this Mortgage or said notes or to declare a default with respect thereto, shall not operate as a waiver of any subsequent default or defaults or affect the rights of the Mortgagee to exercise all rights or remedies stipulated herein and therein;

17. That anything to the contrary notwithstanding contained in this Mortgage or the Mortgage Notes secured hereby, neither the Mortgagor nor any partner thereof shall in any event be liable for a money judgment in the event of a default, it being understood that the Mortgagee looks to the security provided by said Mortgage Notes, Guarantee, Assignment of Lease, and this

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