

AND IT IS AGREED, by and between the said parties that should legal proceedings be instituted for the collection of the debts secured hereby, then 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 Property, 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 debt 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 purposes involving this Mortgage, or should the debts 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, including a reasonable attorney fee, shall thereupon become due and payable as a part of the debt secured hereby, and may be recovered and collected hereunder.

PROVIDED ALWAYS NEVERTHELESS, and it is the true intent and meaning of the parties to these presents, that if the Mortgagor shall well and truly pay, or cause to be paid, unto the Mortgagee, the debts or sums of money aforesaid, with interest thereon, if any, on or before the date such amounts shall be due, according to the true intent and meaning of Note A and Note B and conditions thereunder written, then this Deed of Bargain and Sale shall cease, determine, and be utterly null and void; otherwise, it shall remain in full force and effect.

AND IT IS AGREED, by and between the said parties that the Mortgagor shall have the right to hold and enjoy the Property, and make lawful use of same until any default of payment or otherwise shall be made hereunder.

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