

for the payment of such amounts, to the appointment by any competent court or tribunal without notice to any party, of a receiver of the rents, issues and profits of the said premises with power to lease the premises, or such part thereof, as may not then be under the lease, and with such other powers as may be deemed necessary, who, after deducting all proper charges and expenses attending the execution of the said trust as receiver, shall apply the residue of the said rents and profits to the payment and satisfaction of the amount remaining secured hereby, or to any deficiency which may exist after applying the proceeds of the sale of said premises to the payment of the amount due, including interest and the costs and a reasonable attorney's fee for the foreclosure and sale.

13. Without affecting the liability of any person (other than any person released pursuant hereto) for payment of any indebtedness secured hereby, and without affecting the lien hereof upon any property not released pursuant hereto, Mortgagee may at any time and from time to time without notice:

- (a) Release any person liable for payment of any indebtedness secured hereby.
- (b) Renew the indebtedness, or extend the time, or agree to alter the terms, of payment of any of the indebtedness.
- (c) Accept additional security of any kind.
- (d) Release any property securing the indebtedness.
- (e) Consent to the making of any map or plat of the premises, or the creation of any easements thereon or any covenants restricting use or occupancy thereof.

14. No delay by Mortgagee in exercising any right or remedy hereunder, or otherwise afforded by law, shall operate as a waiver thereof or preclude the exercise thereof during the continuance of any default hereunder.

15. That the Mortgagor shall permit the Mortgagee or its representative to examine and inspect the premises at any reasonable times.

16. If the Mortgagor shall make an assignment for the benefit of creditors, or if a receiver be appointed for the Mortgagor or any part of the Mortgaged premises, or if the Mortgagor files a petition in bankruptcy, or is adjudicated a bankrupt or files any petition or institutes any proceedings under the federal bankruptcy laws of the United States, then on the happening of any one or more of these events, the whole indebtedness secured hereby shall immediately become due and payable, at the option of the Mortgagee, and this mortgage may thereupon be foreclosed for the whole of said principal, interest and costs.

17. This Mortgage is given to secure future advances which shall not at any one time exceed the maximum principal amount stated herein, plus interest thereon, attorneys' fees and court costs.

This Mortgage shall inure to and bind the successors and assigns of the parties hereto.