

payment of principal and interest computed from the due date of such payment shall become immediately due to the Mortgagee as liquidated damages for the failure to make prompt payment. Such charge shall be payable not later than the due date of the next payment and shall be secured by this mortgage.

23. That the Mortgagee, its successors or assigns, in any action to foreclose this mortgage, shall be entitled as a matter of right and without regard to the value of the premises above described or the solvency of the Mortgagor or of any owner of said premises, upon application to any court having jurisdiction, to the appointment of a receiver of the rents and profits of said premises and of the rental value of the portions, if any, of said premises occupied by the owner, which is to be fixed and which the owner agrees to pay to the Mortgagee, its heirs, administrators, successors or assigns without notice, and in such event the said rents and profits and rental value are hereby assigned to the holder of this mortgage as further security for the payment of the said indebtedness.

24. That notice and demand or request shall be in writing and may be served by certified or registered mail, return receipt requested.

25. The Mortgagor shall have the right to prepay the principal sum hereof at any time, in whole or in part, without penalty.

26. Mortgagor warrants the title to the fixtures and personal property covered by this mortgage, that the mortgaged premises are free of all liens and encumbrances except those herein specifically stated and if Mortgagor is a corporation, Mortgagor warrants that the execution of this mortgage has been duly authorized by its board of directors and that no provision of its certificate of incorporation or bylaws requires consent of its stockholders to the execution and delivery of this mortgage.

27. The Mortgagor will, so long as it is owner of the mortgaged property, do all things necessary to preserve and keep in full force and effect its existence, franchises, rights and privileges as a business or stock corporation under the laws of the state of its incorporation and will comply with all regulations, rules, ordinances, statutes, orders, and decrees of any governmental authority or court applicable to the Mortgagor or to the mortgaged property or any part thereof.

28. In the event the Mortgagee shall pay any tax, assessment, water rate, insurance premium, or charge, imposition, or lien having priority over this mortgage, or any amount agreed to be paid by the Mortgagor under any of the covenants of this mortgage, the amount so paid shall be a lien on said premises and secured by this mortgage, and the Mortgagor will immediately repay the same with interest at the rate of 12% percent per annum. The Mortgagee shall have the right to foreclose for any such amount not so repaid or for any unpaid installment of principal or interest, subject to the continuing lien of this mortgage for the balance of the mortgage debt not then due, but the Mortgagor shall continue to be liable for the payment of the entire indebtedness until it has been paid in full.

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