

premises from and after any default under, and agrees that should legal proceedings be instituted pursuant to this instrument, any judge having jurisdiction may at chambers or otherwise, appoint a receiver of the mortgage premises, with full authority to take possession of the mortgage 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 and after deducting all charges and expenses tending such proceedings and the execution of this trust as receiver, shall apply the residue of the rents, issues and profits for the payment of the debt secured hereby.

6. That if there be a default in any of the terms, conditions or covenants of this mortgage or of the note secured hereby, then, at the option of the mortgagee all sums in owing and 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 of 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 any attorney at law for collection by suit or otherwise, all costs and expenses incurred by the mortgagee, and a reasonable attorneys fee, shall there upon 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 secured enforced and collected hereunder.

7. That the mortgagor shall hold and enjoy the premises above conveyed until there is a default under this mortgage or in the note secured hereby. It is the true meaning of this instrument that if the mortgagor shall fully perform all the terms, conditions, and covenants of the mortgage, and of notes secured hereby, that then this mortgage shall be utterly null and void, otherwise to remain in full force and virtue.

8. That the covenants herein contained shall bind, and the benefits and advantages shall inure to the respective heirs, executors, administ-

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