

Receiver did, or fail to perform, any of the covenants or agreements herein contained the whole sum of money secured hereby may, at the option of the holder of said note, and at his option only, and without notice, be declared due and payable, and the mortgage may thereupon be foreclosed for the whole of said money, interest and cost, and said secured party, or assignee, or any legal holder thereof, shall at once, upon the filing of a petition for the foreclosure of this mortgage, be forthwith entitled to the possession of the above described premises, and receive and collect the rents, or, if he collect upon the institution of proceedings to foreclose this mortgage, &c. plaintiff herein shall be entitled to have a receiver appointed by the court to take possession and control of the premises described herein, rent the same and collect the rents thereof, under the direction of the court, - without the need of proof required by statute or law, it being agreed between the parties hereto that the allegations of the petition as to any default in performance of any agreement contained in this mortgage, to be by first party, performed, together with the above agreement relating to possession and appointment of receiver, shall be sufficient authority to the court to appoint a receiver without other proof than the agreements contained herein.

The amount so collected by such receiver to be applied under the direction of the court, to the payment of any judgment rendered or amount found due upon the foreclosure of this mortgage. And said party further expressly agree that in case proceedings