

MORTGAGE

leases of said real estate and directs any lessee on demand to pay said mortgagee, its successors and assigns, all rentals that may be properly due said mortgagor, heirs and assigns, under the terms of any such lease, provided: that so long as no default is made in payment of the principal or interest hereby secured and so long as the covenants and conditions of this mortgage are faithfully performed the said mortgagor, heirs and assigns, shall retain possession of said real estate and shall be entitled to all income and profit derived therefrom; this assignment of rents to cease and determine upon release of this mortgage, or payment of the debt secured thereby.

PROVISIONS FOR APPOINTMENT OF RECEIVER

TENTH-In case any bill or petition is filed in an action brought to foreclose this mortgage, the Court may on motion of the Mortgagee, its successors or assigns, without respect to the condition or value of the property herein described appoint a Receiver to take immediate possession of the mortgaged premises, to maintain and lease the same, and to collect the rents and profits arising therefrom during the pendency of such foreclosure and until the debt is fully paid and apply such rents and profits to the payment and satisfaction of the amount due under this mortgage, first deducting all proper charges and expenses attending the execution of said trust, and said mortgage shall in no case be held to account for any damages, nor for any rentals other than actually received.

PROVISIONS FOR ATTORNEY'S FEES AND COSTS

ELEVENTH-In the event of this mortgage being foreclosed or of proceedings being brought for that purpose, or if said principal note be placed in the hands of an attorney for collection the said Mortgagors, their heirs, legal representatives, successors and assigns, shall pay reasonable attorney's fees, and any expense incurred in procuring a supplemental abstract of title to said premises, with interest on such sums at the rate of ten per centum per annum, the same to be taxed as part of the cost of the case, for the benefit of the plaintiff or complainant, and the same shall be a lien on the premises hereby mortgaged, and shall be due and payable when action is commenced, or when said principal note is placed in the hands of an attorney for collection; and for the consideration above mentioned the said Mortgagor hereby expressly waives the appraisalment of said real estate and all benefits of the homestead and stay laws of said State.

COST OF LITIGATION

TWELFTH-If any action or proceeding be commenced (except an action to foreclose this mortgage or to collect the debt secured thereby), to which action or proceeding the holder of this mortgage is made a party, or in which it becomes necessary to defend or uphold the lien of this mortgage, all sums paid by the holder of this mortgage for the expense of any litigation to prosecute or defend the rights and lien created by this mortgage (including reasonable counsel fees), shall be paid by the Mortgagor, together with interest thereon at the rate of ten per centum per annum, and any such sum and the interest thereon shall be a lien on said premises, prior to any right, or title to, interest in or claim upon said premises, attaching subsequent to the lien of this mortgage, and shall be deemed to be secured by this mortgage and by the notes which it secures.

STATEMENT OF AMOUNT DUE

THIRTEENTH-Should the said mortgagee or any holder of the debt hereby secured, desire to assign or transfer the same, the mortgagor, or any subsequent owner of the said property will upon request and within ten days thereafter furnish a statement in writing, duly acknowledged, as to the amount due or unpaid upon said debt and whether the same be without offset or counter-claim, but such statement shall not be binding or conclusive upon the Mortgagee.

FOURTEENTH-In the event of the enactment after the date hereof of any Federal or State MORTGAGE TAXATION Law deducting from the value of land for the purpose of taxation any lien thereon, or changing in any way the laws for the taxation of mortgages, or security deeds, or debts secured by mortgages or security deeds, or the manner of the collection of any such taxes so as to affect this instrument, or the debt secured, the holder of this instrument, and of the debt hereby