

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 TENTH-- In case any bill or petition is filed in an action brought to fore-
APPOINTMENT
OF RECEIVER close this mortgage, the Court may on motion of the Mortgagee, its succe-
sors 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 mortgagee shall in no case be
held to account for any damages, nor for any rentals other than actually received.

PROVISIONS FOR ELEVENTH-- In the event of this mortgage being foreclosed or of proceedings
ATTORNEY'S
FEES AND COSTS being brought for that purpose, or if said principal note be placed in
the hands of an attorney for collection, the said Mortgagor, their heirs, legal representatives,
successors and assigns, shall pay reasonable attorney's fees, and any expense incurred in pro-
curing 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 appraisement of said real estate and all bene-
fits of the homestead and stay laws of said State.

COST OF TWELFTH-- If any action or proceeding be commenced (except an action to fore-
LITIGATION close 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 or accruing 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 THIRTEENTH -- Should the said mortgagee or any holder of the debt hereby se-
AMOUNT DUE cured, desire to assign or transfer the same, the mortgagor, or any subse-
quent 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.

MORTGAGE FOURTEENTH--In the event of the enactment after the date hereof of any Federal
TAXATION or State 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 hereby secured, the holder of this instru-
ment, and of the debt hereby secured shall have the right to give 60 days notice in writing
to the Mortgagor, or to the then owner of record of the premises herein described, that the

CONFIRMED BY
J. S. and J. M.