

under the terms hereof.

Fifth: That the whole of said principal sum shall become due and payable at the option of the party of the second part after default by said owners of the undivided four-fifths interest in the fee simple estate for thirty (30) days in the payment of any sum of money to be paid, or the performance of any covenant, agreement or condition, in said lease by said owners of the undivided four-fifths interest in the fee simple estate undertaken and to be performed, fulfilled and kept.

Sixth: It is further agreed that, in the event of a foreclosure of an undivided four-fifths interest in the fee simple estate and as often as any proceedings shall be taken to foreclose the same as herein provided, the said owners of the fee simple estate will pay to the plaintiff in such proceedings a sum equivalent to ten per cent (10%) of the whole sum then due as attorney's fees in addition to all other statutory fees and costs, said fees to become due and payable upon the filing of the petition for foreclosure, and the same shall be a further charge and lien upon said premises, and the amount thereof shall be recovered in said foreclosure suit and included in any judgment or decree rendered in any action as aforesaid, and the lien thereof enforced in the same manner as the principal debt hereby secured.

Seventh: The holder of the mortgage and the notes which it secures in action to foreclose same shall be entitled without notice and without regard to the value of the mortgaged property or the adequacy of any security for the mortgage debt to the appointment of a receiver to take care of, and account for, the rents, issues and profits of said premises, and the rents, issues and profits are hereby, in the event of any default under the terms of this mortgage of the fee simple estate, assigned to the holder of this mortgage as further security.

Eighth: It is further agreed that, in the event said owners of the four-fifths interest in the fee simple estate, or any or either of them, become the owners or acquire by purchase or otherwise any of the remaining one-fifth interest in the fee simple estate, this mortgage shall be construed to include and cover said additional interest.

And said owners of the leasehold estate covenant with the said party of the second part as follows:

First: That, at and until the execution and delivery of these presents, they are well seized, possession and entitled of and to the above described leasehold estate, premises, property, rights and privileges, with the appurtenances thereunto belonging, and have good right, full power and lawful authority to mortgage the same in manner and form as above written, that the same and every part thereof is free and clear of all liens, clouds and encumbrances whatsoever, and they will warrant and defend the same unto the said party of the second part, its successors and assigns, against all lawful claims and demands whatsoever.

Second: That no change shall be made in said lease, nor shall they surrender said lease for any cause whatsoever, without the prior written consent and approval of said party of the second part.

Third: That they will pay the indebtedness, both principal and interest as herein provided when due, and if default be made in the payment of any part of same, that the party of the second part shall be entitled, at its option, without notice whatsoever, to immediately declare the whole sum yet unpaid immediately due and payable, and shall be entitled to proceed to foreclose this mortgage upon said leasehold estate and sell according to law said property against which said lien is created by this mortgage of said leasehold estate, to pay said debt and costs, together with an attorney's fee equivalent

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