

thereof, then the trustee shall be at liberty to pay the same and reimburse itself, under this mortgage, for said expenses with interest. And it is hereby declared that any sum paid by said trustee for insurance premiums, taxes, charges, assessments or any other expenses necessarily incurred by said trustee for the protection of said note holders, or for the protection and preservation of said property, shall be a lien upon said premises, and any such amounts, with interest at seven (7%) per cent per annum, shall be paid in priority to the said notes. Should any suit be instituted wherein it is sought to foreclose this mortgage, said mortgagors agree in such case to assign all rents and profits from the above described premises as further security for the mortgage indebtedness, and agree in such case that any judge of the Circuit Court of said State may, at chambers or otherwise, appoint a receiver, with full authority to take possession of said premises and to lease or otherwise dispose of the possession thereof pending said suit, and to collect all rents and profits, and after paying the costs and expenses of such receivership, apply the proceeds to the payment of the costs and expenses of this action, and the remainder pro rata on the indebtedness, without liability, however, to account for anything more than the rents and profits actually collected.

In case it should become necessary or advisable to institute foreclosure proceedings, or to appear in any suit for the purpose of foreclosing this mortgage, the trustee shall be permitted to employ counsel and to incur such other reasonable expenses as may be necessary for the protection of the interests and enforcement of the rights of the note holders; the Attorneys' fees in such case shall be ten (10%) per cent of the mortgage indebtedness, and the trustee shall itself be entitled to a commission of one (1%) per cent upon such indebtedness to cover all services rendered in connection with the foreclosure of this loan. And said expenses shall be a lien upon said premises, payable in priority to the notes.

Should there be default in the payment of any of said notes, or any part thereof, for a period of fifteen days, and should there be default