Page Four

the mortgaged premises.

- 5. That it will comply with all governmental and municipal laws and regulations affecting the mortgaged premises.
- 6. If there be a default in any of the terms, conditions or covenants of this mortgage, or of the notes secured hereby, then any of the mortgagees shall have the right to institute foreclosure proceedings, after first giving the officers of the mortgagor 60 days written notice of such intention, and the mortgagor shall fail to perform said obligation within said 60 days period. Should any legal proceedings be instituted for the foreclosure of this mortgage, or should the mortgagees become parties to any suit involving this mortgage or the title to the premises described herein, or should the debt secured hereby or any part thereof be placed in the hands of an attorney at law for collection by suit or otherwise, all costs and expenses incurred by the mortgagees, and a reasonable attorney's fee, shall thereupon become due and payable immediately on demand, at the option of the mortgagees, as a part of the debt secured thereby, and may be recovered and collected hereunder. PROVIDED HOWEVER, that no cost, expense or charge above the amount of principal and interest due on any note shall be incurred or collected under this mortgage prior to the expiration of the 60 day notice period required to be given of any default and demand for payment.
- 7. It is agreed that the mortgagor shall hold and enjoy the premises above conveyed until there is a default under this mortgage or in the note secured hereby. It is the true meaning of this instrument that if the mortgagor shall fully perform all the terms, conditions, and covenants of this mortgage, and of the notes secured hereby, that then this mortgage shall be utterly mull and void; otherwise to remain in full force and virtue.