

replacement of any building on said premises without in any way affecting the lien of this instrument or the obligation of the mortgagor or any other person for payment of the indebtedness hereby secured, whether such mortgagor be the then owner of said premises or not.

4. Such expenses and fees as may be incurred in the protection of said premises and the maintenance of the lien of this instrument, including the fees of any attorney employed by the mortgagee in any litigation or proceeding affecting said premises, shall be paid by the mortgagor and secured by this instrument. And it is further agreed that in case the debt secured by this mortgage or any part thereof is collected by suit or action, or this mortgage beforeclosed, or put into the hands of an attorney for collection, suit, action or foreclosure the said mortgagor shall be chargeable with all costs of collection including ten (10%) per cent. of the principal and interest on the amount involved as attorney's fees which shall be due and payable at once, which charges and fees together with all costs and expenses, are hereby secured and may be recovered in any suit or action hereupon or hereunder.

5. The mortgagor will not assign the rent or any part of the rent of said premises nor demolish or remove any building without the written consent of the mortgagee.

6. In the event of the passage after the date of this instrument of any law of the State in which the mortgaged premises are situated deducting from the value of the land for the purposes of taxation any lien thereon, or providing or changing in any way the laws now in force for the taxation of mortgages or debts secured thereby, for state or local purposes or the manner of the collection of any such taxes so as to affect the interest of the mortgagee, the whole sum secured by this instrument with interest thereon, at the option of the mortgagee shall immediately become due, payable and collectible without notice.

7. In the event of default in the payment of the indebtedness hereby secured or any part thereof or in any of the covenants or conditions of this mortgage, at the option of the mortgagee, without notice, notice of the exercise of such option hereby expressly waived, the entire indebtedness secured by this instrument shall immediately become due, payable and collectible and the mortgagee shall have power to sell said premises according to law and this mortgage may be foreclosed and the mortgagee shall be entitled to the immediate appointment of a receiver without notice for the collection of the rents of said premises during the pendency of such foreclosure and the rents and profits of the premises are hereby assigned to the mortgagee as security for the payment of such indebtedness.

8. That no portion of the said premises shall be used for any unlawful purpose.

9. The mortgagor will keep and maintain said premises and every part thereof with buildings, fixtures and machinery and appurtenances in thorough repair and condition and from time to time make all needful and proper replacements so that said buildings, fixtures, machinery and appurtenances will at all times be in good condition, fit and proper for the respective purposes for which they were originally erected or installed.