

12. The mortgagee, at its election and from time to time and at the expense of the mortgagor, and in addition to its other remedies set forth in this mortgage, and without notice or demand, may correct any default of the mortgagor in the performance of the terms and conditions of this mortgage, and the mortgagor, upon demand of the mortgagee, will repay any and all costs and expenses incurred by the mortgagee in the correction of such default, and until repaid, such costs and expenses, together with interest thereon at the highest legal rate from the date they were incurred and until paid, shall be secured by this mortgage.

13. If default be made in any agreement herein contained or in the event of the failure of the mortgagor to pay when due any sum or sums to be paid under the terms of said note and of this mortgage or in the event any representation, warranty or covenant of the mortgagor proves to be false, the mortgagee, without notice or demand, may at its election declare the entire indebtedness secured hereby due and payable and foreclose this mortgage, and may enter upon the said premises and collect all rents, issues, and profits thereof, and, as a part of the proceedings, the court may appoint a Receiver pending foreclosure and redemption, who may be the mortgagee of said premises. The mortgagor will pay all costs and expenses, including but not limited to the cost of foreclosure title search, court costs and a reasonable attorney's fee, incurred by the mortgagee in the enforcement of its rights hereunder, or because of the failure on the part of the mortgagor to perform his obligation under this mortgage and/or the promissory note secured hereby.

14. If mortgagee shall elect to take possession of the mortgaged property, with or without foreclosure, mortgagor will deliver up such possession forthwith on demand, and mortgagee shall thereafter deal with the said property as a mortgagee in possession, applying the rents and profits therefrom to the expenses of management of the mortgaged property, the payment of taxes, assessments and insurance, the repair, rehabilitation and upkeep of the premises, or to the payment with interest due or to become due, of the said note, or to any or all of said purposes, at the option of mortgagee.

15. Should the said premises or any part thereof be taken or damaged by reason of any public improvement or condemnation proceeding, or in any other manner, mortgagee shall be entitled to all compensation, awards and other payments or relief therefor, and shall be entitled at its option to commence, appear in and prosecute in its own name, any action or proceeding, or to make any compromise or settlement in connection with such taking or damage. All such compensation, awards, damages, rights of action and proceeds are hereby assigned to the mortgagee, who may after deducting therefrom all its expenses, including attorney's fees, at its option, employ all or any part of said funds to the complete or partial repair, replacement or restoration of the property or release any moneys so received by it or apply all or any part of the same on the indebtedness secured hereby, and mortgagee may, at its option, declare the entire indebtedness secured hereby due and payable. Mortgagor agrees to execute such further assignments of any compensation, award, damage, rights of action and proceeds as mortgagee may require.