

be deemed to have attorned to and acknowledged the foreclosure purchaser or purchasers as landlord thereunder, unless the party secured hereby, or such foreclosure purchaser or purchasers, shall, at, or prior to the time of such sale or within sixty (60) days thereafter, notify the tenant in writing to vacate and surrender the leased premises within ninety (90) days from the date of sale, in the event of which notice any such lease shall fully terminate and expire at the end of said period of ninety (90) days from and after the date of the foreclosure sale. The party secured hereby consents to the creation of such junior leases, subject to such conditions.

This mortgage shall inure to and bind the heirs, legatees, devisees, administrators, executors, successors and assigns of the parties hereto. Wherever used herein, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

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 be foreclosed, 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.