- 7. That, at the option of the Mortgagee, this mortgage shall become due and payable forthwish if the Mortgagor shall convey away said mortgaged premises, or if the title shall become vested in any other person in any manner whatsoever, other than by death of the Mortgagor, or in the case of a construction loan, if the Mortgagor shall permit work on the project to be delayed or to become and remain interrupted for a period of fifteen (15) days without the written consent of the Mortgagee;
- 8. That he hereby assigns all rents, issues and profits of the mortgaged premises from and after any default hereunder, and agrees that, should legal proceedings be instituted pursuant to this instrument, any judge having jurisdiction may, at Chambers or otherwise, appoint a receiver of the mortgaged premises, with full authority to take possession of the mortgaged premises, and collect the rents, issues and profits, including a reasonable rental to be fixed by the Court in the event said premises are occupied by the mortgagor, and after deducting all charges and expenses attending such proceeding and the execution of his trust as receiver, shall apply the residue of the rents, issues and profits toward the payment of the debt secured hereby;
- 9. If there is a default in any of the terms, conditions or covenants of this mortgage, or of the note(s) secured hereby, then, at the option of the Mortgagee, all sums then owing by the Mortgager to the Mortgagee shall become immediately due and payable, and this mortgage may be foreclosed. Should any legal proceedings be instituted for the foreclosure of this mortgage, or should the Mortgagee become a party to any suit involving this Mortgage or the title to the premises described herein, or should the debt(s) 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 or an demand, at the option of the Mortgagee, as a part of the debt(s) secured hereby, and may be recovered and collected hereunder;
- 10. 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(s) secured hereby. It is the true meaning of this instrument that if the Mortgagor shallfully perform all the terms, conditions, and covenants of this mortgage, and of the note(s) and debt(s) secured hereby, then this mortgage shall become utterly null and void, otherwise to ramain in full force and effect;
- II. The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties heroto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.
- 12. If the Mortgagee or its assigns shall become a party to any proceeding whatsoever, incl. They condemnation proceedings instituted by any party outherized by law to file some, by reals well its status as manigagee harely, to an all expenses incomed by it in connection harewith, including attorneys' fees, shall be added to the debt hereby secured and shall be immediately due and payable. That any two diend of awards harmtofore made and hareafter to be made by any granted authority for any much final, enumber, state, or foderal authorities the present and all subsequent at news of the provided contered by the morigate, including any award or awards where the force taking of title to, on the most, or any invocation, the merigaged promises or any main frameof and any award a law. The namived for distagus sustained by the martigage and the state of t Comment of the Commen production are hereby configured to the resolution of the embedding and the appropriate to explicate is heavy authorized, directed and colors and to collect and receive the proceeds of any such a rold or awards from the outhe intermeding the caner, and to give proper receipts therefor, and to apply the same toward the payment of the amount oring on account of the mortgage dubit, not it was ling the fact that the comment is a care with it for not tage debt may not be thou due and narrable; and the Mortgage's bound, coverant and agree to and with the Mortgagee