

(e) receipt of any notice from the holder of any lien or security interest in the Mortgaged Property; or

(f) commencement of any litigation affecting the Mortgaged Property.

7. All rents, profits and income from the Mortgaged Property are hereby assigned to the Mortgagee for the purpose of discharging the debt hereby secured. Permission is hereby given to Mortgagor, so long as no default exists hereunder, to collect such rents, profits and income.

8. That the Mortgagor shall pay to said Mortgagee, his legal representatives and assigns, a reasonable attorney's fee, in addition to all other legal costs, as often as any proceeding is taken to foreclose this Mortgage for default in any of its terms, covenants or agreements, which fee shall be an additional lien on said premises.

9. This Mortgage secures the payment of one (1) Note, given of even date herewith in the amount of \$250,000.00.

10. Upon default hereunder, Mortgagee shall be entitled to the appointment of a receiver by any court having jurisdiction, without notice, to take possession, protect and operate the Mortgaged Property and collect the rents, profits and income therefrom.

11. Mortgagor will keep the improvements now existing or hereafter erected on the Mortgaged Property insured against loss by fire or such other hazards and casualties, and in such amounts, as may be required from time to time by the Mortgagee, but in no event shall the amount of such coverage be less than the mortgage debt. Such insurance shall be in companies acceptable to Mortgagee, and a copy of such policies and renewals thereof shall be delivered to the Mortgagee and have attached thereto loss payable clauses in favor of, and in form acceptable to the Mortgagee. Mortgagor will pay all premiums therefor when due, and subject to the rights of the holder of the Prior Mortgage, it does hereby assign to the Mortgagee the proceeds of any policy insuring the Mortgaged Property and does hereby authorize each insurance company concerned to make payment for a loss directly to the Mortgagee to the extent of the balance owing on the

