

10. Mortgagor shall not sell, convey or transfer any interest in or any part of the mortgaged premises without the prior written consent of Mortgagee, except as hereinafter provided. In the event of any such sale, conveyance or transfer by Mortgagor without the consent of Mortgagee, Mortgagee shall have the right to immediately declare the indebtedness secured by this Mortgage to be immediately due and payable, with the right to exercise all remedies provided hereunder in the event of default. Notwithstanding the foregoing, Mortgagor may, without Mortgagee's consent, sell, convey or transfer the mortgaged premises to one or more of the partners of Mortgagor, or to a member or members of such partners' immediate families, or to another corporation or partnership in which such partners are majority owners.

11. If there is a default in any of the terms, conditions or covenants of this mortgage, or of the note secured hereby, then, at the option of the Mortgagee, the indebtedness secured by this Mortgage 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 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 Mortgagee, and a reasonable attorney's fee, shall thereupon become due and payable immediately or on demand, at the option of the Mortgagee, as a part of the debt secured hereby, and may be recovered and collected hereunder;

12. Mortgagor hereby assigns all rents, issues and profits of the mortgaged premises from and after any default hereunder, and in the event of default hereunder, Mortgagee at its option shall be entitled to the appointment of a receiver to enter upon and take possession of the mortgaged premises and to collect all rents, revenues, issues, income, products and profits thereof and apply the same as a court of competent jurisdiction may direct. The receiver shall have all rights and powers as conferred by applicable law, together with such other powers as the court making such appointment shall confer, with all expenses thereof, including but not limited to reasonable attorneys' fees, to be secured by this Mortgage.

13. Any forbearance by Mortgagee in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not constitute a waiver of any subsequent exercise of any such right or remedy and shall not preclude any future exercise of such right or remedy. All remedies provided in this Mortgage are distinct from and cumulative to any other right or remedy under this Mortgage, the note secured hereby, or afforded by law or