

judgment or execution processed by any sheriff or marshall or constable or other proper legal officer.

11. That the granting of extension or extensions of time by the Mortgagee with respect to the performance of any provision of this Mortgage or said Note on the part of the Mortgagor to be performed, or the taking of any additional security, or the waiver by the Mortgagee or failure by the Mortgagee to enforce any provision of this Mortgage or said Note or to declare a default with respect thereto, shall not operate as a waiver of any subsequent default or defaults or affect the rights of the Mortgagee to exercise all rights or remedies stipulated herein and therein.

12. That it 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 this trust as receiver, shall apply the residue of the rents, issues and profits toward the payment of the debt secured hereby.

13. That if the Mortgagee, or its assigns, shall become a party to any proceeding whatsoever, including condemnation proceedings instituted by any party authorized by law to file same, by reason of its status of Mortgagee herein, then all expenses incurred by it in connection herewith, including attorneys' fees, shall be added to the debt hereby secured and shall be immediately due and payable. That any award and all awards heretofore made

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