the date the same were paid, and for payment of said sums and interest thereon, this Mortgage shall stand as security therefor; and (f) in the event a suit for foreclosure shall be commenced, may apply for and have appointed, as a matter of right and without notice, a Receiver for said premises and the rents, issues and profits therefrom. The enumeration of the aforesaid remedies to Marathon shall not be held to limit or abridge the rights and remedies to which it may now or hereafter be entitled by law.

- 10. The failure of Marathon to insist, in any one instance or more, upon the performance of any of the covenants or conditions of this Mortgage, or to exercise any right or privilege herein conferred, shall not be construed as thereafter waiving any such covenants, conditions, rights or privileges, but the same shall continue and remain in full force and effect.
- 11. Mortgagor may accelerate the rate of monthly payments or pay the entire balance of principal and interest due without penalty therefor, providing Mortgagor is not in default.
- 12. All notices and demands herein required shall be in writing and shall not be deemed sufficient unless sent by U. S. registered or certified mail addressed to Mortgagor at

P.O. BOX 275 PIEDMONT SOUTH CAROLINA

or addressed to Marathon at 539 South Main Street, Findlay, Ohio, and the mailing thereof shall be deemed sufficient gervice.

- 13. It is agreed by and between the Mortgagor and Marathon, that the said Mortgagor, his heirs, executors, administrators, and assigns shall hold and enjoy the said premises until default of payment or default of the covenants herein contained shall be made.
- 14. 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 hereto.

IN WITNESS WHEREOF, the Mortgagor has signed, sealed, and