

such action or proceeding and retain counsel therein, and take such action therein as Mortgagee deems advisable, and for any of said purposes Mortgagee may advance such sums of money as it deems necessary. Mortgagee shall be the sole judge of the legality, validity and priority of any such claim, lien, encumbrance, tax, assessment and premium, and of the amount necessary to be paid in satisfaction thereof.

8. Mortgagor will pay to Mortgagee, immediately and without demand, all sums of money advanced by Mortgagee pursuant to this mortgage, and all such sums shall be secured hereby.

9. If default be made in payment of any installment of principal or interest of said note or any part thereof when due, or in payment, when due, of any other sum secured hereby, or in performance of any of Mortgagor's obligations, covenants, or agreements hereunder and such default continues uncured after ten (10) days from date of notice as hereinafter provided:

(a) All of the indebtedness secured hereby shall become and immediately due and payable at the option of Mortgagee, without further notice or demand which are hereby expressly waived, and this mortgage may be foreclosed, or the Mortgagee may pursue any other remedies provided by law.

(b) Irrespective of whether Mortgagee accelerates the maturity of all indebtedness secured hereby, or institutes foreclosure proceedings, Mortgagee may collect the rents, issues and profits of the premises, and may enter and take possession thereof and manage and operate the same and take any action which, in Mortgagee's judgment, is necessary or proper to conserve the value of the premises, or Mortgagee at its option may upon application to a Judge of the Circuit Court, either in or out of court have a receiver appointed to take possession of the premises, to manage, operate and conserve the value thereof and to collect the rents, issues and profits thereof. Either Mortgagee or such receiver may