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- l.6 That in order to accelerate the maturity of the indebtedness hereby secured, because of the failure of the Mortgagor to pay any tax, assessment, liability, obligation or encumbrance upon said property as herein provided, it shall not be necessary nor requisite that the Mortgagee shall first pay the same.
- 1.7 To perform, comply with and abide by each and every of the stipulations, agreements, conditions and covenants in the Note hereby secured, and in the mortgage superior hereto and the note thereby secured; the foregoing shall not be deemed an assumption thereof. (Mortgagor agrees that at the time Mortgagor remits payments to the holder of the mortgage superior hereto and the note secured thereby, that Mortgagor will thereupon send a copy thereof to Mortgagee.) Any default under the mortgage superior hereto shall likewise be a default hereunder.
- 2. The lien hereof shall extend to and include the use, rents and profits of said mortgaged property, but the Mortgagor shall have the right to remain in possession thereof and enjoy the use and receive the rents and profits thereof, without accounting to the Mortgagee therefor, so long as there shall be no default hereunder; provided that in the event of any such default hereunder or under the Note secured hereby, after written notice, if and as provided in Paragraph 8 below, specifying such default given by Mortgagee to Mortgagor, the Mortgagee shall be entitled to the possession and use of the mortgaged property and to receive and apply the rents and profits thereof upon and toward the payment of the indebtedness hereby secured.
- Jeed, the plaintiff shall immediately and without notice be entitled to the appointment of a receiver for the mortgaged property and the rents, earnings, issues, income and profits thereof, with the usual power of receivers in such cases, and such receiver may be continued in possession of said property and of said rents, earnings, issues, income and profits of the property during the pendency of such foreclosure suit; the Mortgagor hereby specifically waives the right to object to such appointment and consents that such appointment shall be made as an admitted equity and as a matter of absolute right to the Mortgagee without reference to the adequacy or inadequacy of the value of the mortgaged property or to the solvency or insolvency of the Mortgagor or to any other party defendant to such suit.
- 4. In the event the ownership of the mortgaged property, or any part thereof, becomes vested in a person other than the Mortgagor, the Mortgagee may, without notice to the Mortgagor, deal with such successor or successors in interest with reference to this Deed and the debt hereby secured, in the same manner as with the Mortgagor, without in any way vitiating or discharging the Mortgagor's liability hereunder or upon the debt hereby secured. No sale of the property hereby mortgaged and no forbearance on the part of the Mortgagee and no extension of the time for payment of the debt hereby secured given by the Mortgagee shall operate to release, discharge, modify, change or affect the original liability of the Mortgagor herein either in whole or in part.
- 4.1 Mortgagor agrees that in the event of the sale or transfer of the mortgaged property that Mortgagee shall have the right to approve such sale or transfer which approval shall not be unreasonably withheld or delayed. Failure of Mortgagee to either approve or disapprove a request hereunder within 15 days after Mortgagor's written request therefor shall automatically be deemed an approval.
- 5. The lien of this Deed secures and shall continue to secure payment of the indebtedness evidenced by the aforesaid Note of Mortgagor to Mortgagee of this date or said indebtednesses however evidenced, whether by said Note or any renewal or extension thereof or substitute therefor, or otherwise, until all such indebtedness shall have been fully paid.