PROVIDED ALWAYS, NEVERTHELESS, and it is the true intent and meaning of the parties of these presents, that if the said Mortgager does and shall well and truly pay, or cause to be paid unto the said Mortgagee, its successors or assigns the said debt or sum of money aforesaid, with interest thereon, if any shall be due, according to the true intent and meaning of the said Promissory Note and condition thereunder written, then this deed of bargain and sale shall cease, determine and be utterly null and void. And the said Mortgager doth hereby assign, set over and transfer to the said Mortgagee, its successors and assigns, all of the rents, issues and profits of the said mortgaged premises; accruing and falling due from and after the service of a summons issued in action to foreclose this mortgage after default in the conditions thereof.

AND IT IS AGREED by and between the parties that in the case of foreclosure of this mortgage, by suit or otherwise, the Mortgagee shall recover of the Mortgagor all costs of collection including a reasonable attorney's fee of not less than fifteen (15%) per cent of the principal and interest outstanding, which shall be secured by this mortgage, and shall be included in judgment of foreclosure.