

agents, and tenants, shall keep the aforesaid premises in as good order and condition as they now are and not commit waste, or any injury, to such an extent as to impair the value of the same as a security for the said loan.

5. And It Is Further Covenanted, That in the event the mortgagor, his heirs and assigns, do not keep said property and all equipment, appurtenances and accessories in proper repair and condition as hereinbefore specified, then the mortgagee or its assigns may have the necessary repairs made and the cost thereof added to the amount of said principal and made a part thereof, and the same shall draw interest from the time of said payment for said repairs at the rate of six per centum per annum, and shall, with interest be covered by the security of this mortgage.

6. And It Is Further Covenanted, That in case of any litigation between the parties to this mortgage, the said mortgagor shall not deny the corporate character of the said Company nor require any proof of such corporate character or such agency.

7. And It Is Further Covenanted, That in case of default in payment under any of the conditions of the said note, or failure to pay any of the taxes hereinbefore specified, or to perform any of the other covenants of this mortgage, for the space of thirty consecutive days the said Company may at its option treat the whole principal as due with interest thereon up to said time, and thereafter at the rate above stipulated.

8. And It Is Further Covenanted, That in case the said debt, or any part thereof, is established by or under an action for foreclosure or of debt on the note or in case of collections by an attorney that the said Company, in addition to the said debt, or so much thereof as is unpaid, shall also recover of the said mortgagor a reasonable fee to the attorney of the said Company for his services in said action, not to exceed ten per cent of the amount unpaid and decreed to be payable - such fee to be incorporated in the judgment in said action and to be secured thereby.

9. And It Is Further Covenanted, That the said mortgagor will assign, and doth hereby assign, set over and transfer to the said Company, 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, as further security for the debt then due and unpaid under this mortgage, and the said mortgagor agrees that a receiver may be appointed to take charge thereof.

10. And It Is Further Covenanted, That the mortgagor, for himself and his heirs and assigns, does hereby assign and set over unto the mortgagee all rents from the above mortgaged property hereafter accruing as additional security for the indebtedness and other items herein secured and for the purpose of keeping said mortgaged property in proper repair and the mortgagee and assigns are given a prior and continuing lien thereon. The mortgagor does appoint the mortgagee his attorney to collect said rents with or without suit and apply the same, less expenses of collection, including agents' commission of 5 per cent on all rental collected, to the said indebtedness, other secured items and repairs, in such manner as the mortgagee may elect; provided, however, that until there be a default under the terms of this deed, the mortgagor may continue to collect and enjoy said rents without accountability to the mortgagee. The curing of any default, however shall not entitle the mortgagor to again collect said rents unless consented to in writing by the mortgagee. This assignment of rents and power of attorney shall be irrevocable and shall be in addition to the other remedies herein provided for in event of default and may be put into effect independently of or concurrently with any of said remedies, but no liability shall attach to the mortgagee for failure or