600K 959 PAGE 466

thereof, to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged without thereby waiving or impairing any equity, lien or right under or by virtue of this mortgage; and in the event said Mortgagor shall for any reason fail to keep said premises so insured or fail to deliver promptly any of said policies of insurance to said Mortgagee, or fail promptly to pay fully any premium therefor, or in any respect fail to perform, discharge, execute, effect, complete, comply with and abide by this covenant or any part hereof, said Mortgagee may place and pay for such insurance or any part thereof without waiving or affecting any option, lien, equity, or right under or by virtue of this mortgage, and the full amount of each and every such payment shall be immediately due and payable and shall bear interest from the date thereof until paid at the rate of seven (7%) per cent per annum and together with such interest shall be secured by the lien of this mortgage.

- 4. To remove or demolish no buildings on said premises without the written consent of the Mortgagee; to permit, commit or suffer no waste, impairment or deterioration of said property or any part thereof and to keep the same and improvements thereon in good condition and repair.
- 5. To pay all and singular the costs, charges and expenses, including reasonable lawyer's fees and cost of abstracts of title, incurred and paid at any time by said Mortgagee because and/or in the event of the failure on the part of the said Mortgagors to duly, promptly and fully perform, discharge, execute, effect, complete, comply with and abide by each and every the stipulations, agreements, conditions and covenants of said promissory note, and this mortgage, any or either, and said costs, charges and expenses, each and every, shall be immediately due and payable, whether or not there be notice, demand, attempt to collect or suit pending, and the full amount of each and every such payment shall bear interest from the date thereof until paid at the rate of seven (7%) per cent per annum; and all costs, charges and expenses so incurred or paid, together with such interest, shall be secured by the lien of this mortgage.
- 6. That (a) in the event of any breach of this mortgage or default on the part of the Mortgagor, or (b) in the event any of said sums of money herein referred to be not promptly and fully paid within ten (10) days next after the same severally become due and payable, without notice, or (c) in the event each and every the stipulations, agreements, conditions and covenants of said promissory note and this mortgage, any or either, are not duly and fully performed, discharged, executed, affected, completed, complied with and abided by; then, in either or any such event, the said aggregate sum mentioned in said promissory note then remaining unpaid, with interest accrued, and all moneys secured hereby, shall become due and payable forthwith, or thereafter, at the option of said Mortgagee, as fully and completely as if all of the said sums of money were originally stipulated to be paid on such day, anything in said promissory note, and/or in this mortgage to the contrary notwithstanding; and thereupon or thereafter at the option of said Mortgagee, without notice or demand, suit at law or in equity, theretofore or thereafter begun, may be prosecuted as if all moneys secured hereby had matured prior to its institution.
- 7. That the Mortgagor hereby assigns all the rents, issues and profits of the mortgaged premises from and after any default hereunder and should legal proceedings be instituted pursuant to this instrument, then the Mortgagee shall have the right to have a receiver appointed of the rents, issues, and profits, who, after deducting all charges and expenses attending such proceedings and the execution of his trust as receiver, shall apply the residue of the rents, issues and profits, toward the payment of the debt secured hereby.
- 8. To duly, promptly and fully perform, discharge, execute, effect, complete, comply with and abide by each and every the stipulations, agreements, conditions, and covenants in said promissory note and in this mortgage set forth.