

then the Mortgagee at its option may pay said claim, lien, encumbrance, tax, assessment or premium, with right of subrogation thereunder and enter upon the property for such purpose, may procure such abstracts or other evidence of title as it deems necessary, may make such repairs and take such steps as it deems advisable to prevent or cure any such breach and may appear in any such action or proceeding and retain counsel therein and take such action therein as Mortgagee deems advisable and Mortgagee may advance for any of said purposes 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, of the necessity for any other action herein provided for, and of the amount necessary to be paid in satisfaction thereof.

9. If default be made in payment, when due, of any installment of principal or interest of said Note or any part thereof, or in payment, when due, of any other sum secured hereby, or in performance of any obligation, covenants or agreements hereunder, the entire principal sum secured by this Mortgage shall at once become due and payable without notice, at the option of the Mortgagee.

10. If the Note, after default, should be placed in the hands of an attorney for collection or suit, or if, at any time, it should be deemed by the holder thereof necessary for the protection of its interest to place, and the holder should place, the said Note and Mortgage in the hands of an attorney for any legal proceedings; then and in either of such cases the Mortgagor promises to pay all costs and expenses including a reasonable attorney's fee, these to be added to the Mortgage indebtedness, and to be secured under this Mortgage as a part of said debt.

11. The Mortgagee shall be at liberty immediately after any such default, upon a complaint filed or any other proper legal proceeding being commenced for the foreclosure of this Mortgage, to apply for, and the said Mortgagee shall be entitled as a matter of right, without consideration of the value of the mortgaged premises as security for the amount due the Mortgagee, or of the solvency of any person or persons bonded for the payment of such amounts, to the appointment by any competent court or Tribunal without notice to any party, of a receiver of the rents, issues and profits of the said premises with power to lease the premises, or such part thereof, as may not then be under the lease, and with such other powers as may be deemed necessary, who, after deducting all proper charges and expenses attending the execution of the said trust as Receiver, shall apply the residue of the said rents and profits to the payment and satisfaction of the amount remaining secured hereby, or to any deficiency which may exist after applying the proceeds of the sale of the said premises to the payment of the amount due, including interest and the costs and a reasonable attorney's fee for the foreclosure and sale.

12. Should Mortgagor and Mortgagee hereafter enter into any agreement modifying or changing the terms of this Mortgage or the note secured hereby in any particular, the rights of the parties to such agreement shall be superior to the rights of the holder of any intervening lien or encumbrance.