- 13. That upon default by Mortgagor in the payment of the principal sum secured hereby or any installment thereof, or in the observance or performance of any other term, covenant or condition in this Mortgage secured hereby, at the option of the Mortgagee, the entire indebtedness secured hereby shall become immediately due and payable and thereupon or at any time during the existence of any such default. Mortgagee may proceed to foreclose this Mortgage or otherwise pursue any other right or remedy herein or by law provided, whether or not the said Note is then due by lapse of time and anything herein before or in said Note contained to the contrary notwithstanding.
- or assigns may become the purchaser of the mortgaged premises or any part thereof.
- That the Mortgagee in any suit to foreclose this Mortgage, shall be entitled to the appointment of a receiver of the rents, issues and profits of the mortgaged premises as a matter of right and without notice, with power to collect the rents, issues and profits of said mortgaged premises, due and becoming due during the pendency of such foreclosure suit such rents and profits being hereby expressly assigned and pledged as additional security for the payment of the indebtedness secured by this Mortgage without regard to the value of the most gaged premises or the solvency of any person or persons liable for the payment of the mortgage indebtedness, and regardless of whether Mortgagee has an adequate remedy at law. The rights and remedies herein provided for shall be deemed to be cumulative and in addition to, and not in limitation of, those provided by taw, and if there be no receiver so appointed, Mortgagee may proceed to collect the rents, issues and profits from the property covered hereby. From any said rents, issues and profits collected by the receiver or By the Mortgagee prior to a foreclosure sale, shall be deducted the cost of collection increof, including but not limited to real estate commissions, receiver's and attorney's fees and court costs and the remainder shall be applied against the indebtedness hereby secured.
- 16. That in case of foreclosure of this Mortgage in any court of law or equity, whether or not any order or decree shall have been entered therein, and to the extent permitted by law, a reasonable sum as aforesaid shall be allowed for attorneys! fees of the plaintiff in such proceeding, for stenographers' fees and for all monies expended for documentary evidence and the cost of a complete abstract of title and title report for the purpose of such foreclosure, such sums to be secured by the lien hereunder; and, to the extent permitted by law, there shall be included in any judgment or decree foreclosing this Mortgage and be paid out of said rents, issues and profits or out of the proceeds of any sale made in pursuance of any such judgment or decree: (a) all costs and expenses of such suit or suits, advertising, sale and conveyance, including attorneys, 'solicitors' and stenographers' fees, outlays for documentary evidence and the cost of said abstract, examination of title and title report; (b) all monies advanced by Mortgagee, if any, for any purpose authorized in this Mortgage, with interest as herein provided; (c) all the accrued interest remaining unpaid on the indebtedness hereby secured; and (d) all the said principal money remaining unpaid. The overplus of the proceeds, if any, shall be paid to the said Mortgagor on reasonable request, or as the court may direct.