

creditors, or files a petition in bankruptcy, or is adjudicated bankrupt or if a receiver is appointed for him or if the mortgaged premises shall be sold on judgment or execution processed by any sheriff or marshal or constable or other proper legal officer;

11. That granting of extension or extensions of time by the Mortgagee with respect to the performance of any provision of this Mortgage or said Promissory Note on the part of the Mortgagor to be performed, or the taking of any additional security, or the waiver by the Mortgagee or failure by the Mortgagee to enforce any provision of this Mortgage or said Note or to declare a default with respect thereto, shall not operate as a waiver of any subsequent default or defaults or affect the rights of the Mortgage to exercise all rights or remedies stipulated herein and therein;

12. That he hereby assigns all rents, issue and profits of the mortgaged premises from and after any default hereunder, and agrees that, should legal proceedings be instituted pursuant to this instrument, Court having jurisdiction may appoint a receiver of the mortgaged premises, and full authority to take possession of the mortgaged premises, and collect the rents, issues, and profits, (including a reasonable rental to be fixed by the Court in the event said premises are occupied by the Mortgagor) who shall after deducting all charges and expenses attending such proceeding and the execution of his trust as receiver, apply the residue of the rents, issues and profits toward the payment of the debt secured hereby;

13. That if the Mortgagee or its assigns shall become a party to any proceeding whatsoever, including condemnation proceedings instituted by any party authorized by law to file same, by reason of its status as Mortgagee herein, then all expenses incurred by it in connection herewith, including attorneys' fees, shall be added to the debt hereby secured and shall be immediately due and payable.

14. That any award and all awards heretofore made and hereafter to be made by any governmental authority to the present

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