

it shall not be obligatory upon the Mortgagee or holder of said note to inquire into the validity of such taxes or special assessments or of any sale or forfeiture of said premises for non-payment thereof, or of any tax deed or title or of liens of mechanics or materialmen, or into the necessity of such repairs, in advancing moneys in that behalf, as above authorized, nor shall it be obligatory upon the Mortgagee or the holder of said note to advance or expend money for any of the purposes aforesaid.

The mortgage will be considered in default if the property is sold by mortgage assumption without the prior approval of HORACE MANN LIFE INSURANCE COMPANY or its assigns.

2. That in the event of default in the payments of any installment of said note for a period of thirty (30) days after the due date thereof, or if any proceeding in bankruptcy is filed by or against Mortgagors, or either of them, or if Mortgagors, or either of them, make an assignment for the benefit of their creditors, or of default or breach of any of the covenants or agreements herein contained to be performed by Mortgagors, then the note secured hereby and all accrued interest thereon, together with all other sums payable by Mortgagors under the terms hereof, may, prior to the repair of all such defaults, at the option of Mortgagee, or the holder of the note secured hereby, and without notice to Mortgagors, be declared immediately due and payable; and that thereupon the holder of the note secured hereby or the Mortgagee, for his benefit, shall have the right immediately to foreclose this mortgage; and that upon the filing of any complaint for that purpose, the court in which such complaint is filed may, at any time thereafter, either before or after sale, without notice to Mortgagors, or any person claiming under them, and without regard to the solvency or insolvency at the time of the application for such receiver, of any person or persons liable for the payments of the indebtedness secured hereby, and without regard to the value of said premises and fixtures, or whether the same are occupied as a homestead, appoint any proper person receiver to take possession and/or charge of said premises and fixtures for the benefit of the holder or holders of the indebtedness secured hereby, with power to collect the rents, issues and profits therefrom during the pendency of such foreclosure suit, and in case of sale, during the full statutory period of redemption; and that the court may, from time to time, authorize such receiver to apply any sums in his hands from time to time after the payment of the expenses of such receiver, to the payment in whole or in part of repairs, insurance, taxes, special assessments, and/or liens superior to the lien of this mortgage (or the decree foreclosing the same) upon said premises and fixtures or any interest therein, or of the indebtedness secured hereby, or of the amount due on any decree foreclosing this trust deed.

3. To pay all expenses and disbursements incurred or paid by Mortgagee or the holder of the note secured hereby, in preparation for or in connection with the foreclosure of this mortgage, including reasonable solicitor's fees, outlays for documentary evidence, stenographers' charges, costs of completing or procuring the abstract showing whole title to said premises, including any foreclosure decree entered in such proceeding, and for an opinion of title thereon for purposes of foreclosure; and to pay the like expenses and disbursements, including reasonable attorneys' or solicitors' fees, in any other legal proceeding to which the Mortgagee and the holder of the note secured hereby, or either of them, shall be a party by reason of this mortgage; and that all of such expenses and disbursements shall be an additional lien upon said premises, fixtures and the rents, issues and profits therefrom, and may be included in any decree rendered in any proceeding to foreclose this mortgage, or taxed as costs in such proceeding, and that such proceeding shall not be dismissed nor a release hereof given until such expenses and disbursements and all costs of suit have been paid. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: first, to pay all costs and expenses of Mortgagee incident to the foreclosure,

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