

successors or assigns, after deducting all charges and expenses attending such proceedings, and the execution of the said trust as receiver, shall apply the residue of the said rents and profits towards the payment of the debts secured hereby.

AND IT IS FURTHER AGREED, by and between the said parties, that should legal proceedings be instituted for the foreclosure of this Mortgage, or for any purpose involving this Mortgage, or should the debt hereby secured be placed in the hands of an attorney at law for collection, by suit or otherwise, that all costs and expenses incurred by the Mortgagee, its successors or assigns, including a reasonable counsel fee (of not less than ten per centum (10%) of the amount involved) shall thereupon become due and payable as a part of the debt secured hereby, and may be recovered and collected hereunder.

PROVIDED, ALWAYS, and it is the true intent and meaning of the parties to these Presents, that when the Mortgagor, its successors or assigns, shall pay, or cause to be paid unto the Mortgagee, its successors, certain attorneys, or assigns, the debt, with the interest thereon, if any shall be due, and also all sums of money paid by the Mortgagee, its successors or assigns, according to the conditions and agreements of the Note, and of this Mortgage, and shall perform all the obligations according to the true intent and meaning of the Note and Mortgage, and the conditions thereunder written, then this Deed of Bargain and Sale shall cease, determine, and be void, otherwise it shall remain in full force and virtue.

AND IT IS LASTLY AGREED, by and between the said parties, that the Mortgagor is to hold and enjoy the premises until default shall be made.

0950

4328 RV-2