

or any part thereof in the custody or control of any court through its receiver or other officer, and such proceedings are not dismissed or stayed on appeal or such process withdrawn within 10 days after written notice from Mortgagee to Mortgagor, or if Mortgagor makes any assignment for the benefit of creditors, or is declared a bankrupt, or if by or with the consent or at the instance of Mortgagor, proceedings to extend the time of payment of the note or to change the terms of the note or this mortgage be instituted under any bankruptcy or insolvency law, or if the premises or any part thereof are placed in the custody or control of any receiver or other officer of a court, then in any or either of said events, the whole of the indebtedness hereby secured shall, at the election of the Mortgagee or the legal holder of said indebtedness, become immediately due and payable without notice, and thereupon this deed of bargain and sale shall become absolute and the Mortgagee may immediately cause this mortgage to be foreclosed in the manner prescribed by law, and upon the commencement of the foreclosure proceedings the Mortgagee, its successors and assigns, shall also be at liberty and 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 liable for the payment of such amounts, to apply for the appointment by any competent Court or Tribunal of a receiver of the rents, issues and profits of the said premises, with power to lease the said premises, or such part thereof as may not then be under 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. And said rents and profits are hereby, in the event of any default or defaults in the payment of said principal and interest, or any tax, assessment, water rate, or insurance, pledged and assigned to the Mortgagee, its successors or assigns, who shall have the right forthwith after any such default to enter upon and take possession of the said mortgaged premises and to let the said premises and receive the rents, issues and profits thereof, and apply the same, after payment of all necessary charges and expenses, on account of the amount hereby secured.

And it is further covenanted and agreed by the said parties that if default be made in the payment of the indebtedness as herein provided, or of any part thereof, the Mortgagee shall have the power to sell the premises herein described according to law; said premises may be sold in one parcel, any provision of the law to the contrary notwithstanding.

Whenever the word "Mortgagor" is used in this instrument, it is intended by the undersigned to refer to and include the undersigned and its successors and assigns, and also to refer to any subsequent purchasers or transferees of the mortgaged property, and it is further agreed that whenever the word "Mortgagee" is used in this instrument, it is intended to refer to and include John Kusmiersky, as Trustee as aforesaid, his heirs, executors, successors and assigns.

IN WITNESS WHEREOF, the said Mortgagor has duly executed this instrument this 29th day of January, 1981, by and through its duly authorized officers and caused its seal to be affixed hereto.

In the presence of:

James L. Anderson
Shirley J. Newman

COORDINATED FINANCIAL SERVICES (SEAL)

By: *H. Brent Stettin*
Its: Vice President
And: *[Signature]*
Its: *[Signature]*

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