

such insurance premiums, and if Mortgagor shall neglect any such payment of the same then Mortgagee may, at his election, make any such premium payments, and the amounts so paid shall be repayable by Mortgagor on demand and shall likewise be secured by the lien of this mortgage.

4. Mortgagor covenants to maintain the real and personal property herein described in a good state of repair and to refrain from removing the same from its present location. Mortgagor shall be privileged to change or otherwise re-arrange or remodel the building on the aforesaid property or the interior plan of said store so long as any such re-arrangement or remodeling shall not affect the basic structure of said building or deteriorate the same.

5. Mortgagor covenants during the continuation of this mortgage that he will not transfer, sell, contract to sell, encumber, or in any manner alienate said real and personal property or his interest therein, in whole or in part, except with the prior written consent of Mortgagee.

TO HAVE AND TO HOLD all and singular the real and personal property aforesaid forever, provided always, and these presents are upon the express condition that if said Mortgagor shall pay or cause to be paid to said Mortgagee, his assigns or personal representatives, the aforesaid sum secured hereby and interest as herein provided and according to the conditions of the above described promissory note, and also any and all renewals thereof, and such other monies as may be hereafter paid, loaned or advanced to or on account of the Mortgagor by the Mortgagee during the continuance of this mortgage, then these presents to be void and of no effect. In event of default by Mortgagor in the payment of said sum of money, or any part thereof, or the interest thereon, at the time the same shall become due, or if any attempt shall be made to remove any of said property from its said location, or if Mortgagor shall purport to sell, encumber or otherwise dispose of the mortgaged property except as herein provided, or if Mortgagor shall fail or neglect to properly care for or maintain any of said property, or if Mortgagor shall fail to seasonably pay all taxes or other assessments imposed thereon, or if Mortgagor shall neglect or fail to replenish said stock of merchandise or to account for the sale thereof as hereinabove provided, or if Mortgagor shall neglect to keep the aforesaid insurance in effect, or shall otherwise fail to perform the terms of this mortgage or shall suffer the property herein to be taken by judicial process or by judicial officer, or if Mortgagee shall for any reasonable cause deem himself insecure, then and thereupon the entire debt secured by this mortgage shall become immediately due and payable at the option of Mortgagee, and Mortgagee shall be privileged to thereupon foreclose this mortgage as provided by law, and out of the proceeds of such foreclosure to retain the amount remaining unpaid on the within obligation, and all cost of such foreclosure, together with a reasonable sum as attorney fees, paying the overplus, if any there may be, to said Mortgagor. In event of any such foreclosure action, the Mortgagee shall be entitled as a matter of right to the appointment of a receiver (and the necessity for such receivership is hereby acknowledged by the Mortgagor) with power in such receiver to take immediate possession of the mortgaged property, and to administer the same pending the