

3004 62 434

any and all amounts expended in so doing, with interest thereon at the rate of six per cent (6%) per annum.

4. In any eminent domain proceeding with respect to the Property or any part thereof, Mortgagor shall promptly pay to Mortgagee all sums received and all such sums shall be applied to the payment of the Indebtedness whether due or not, up to the amount then unpaid on the Indebtedness.

5. Time, wherever mentioned herein, is strictly of the essence hereof. In the event of default in the payment of all or any part of the Indebtedness, or breach of any warranty, covenant or agreement contained herein, either of which is herein called an "event of default", the entire amount of each and every unpaid item of Indebtedness shall at the option of Mortgagee become immediately due and payable, thereby giving to Mortgagee the right to foreclose this Mortgage. Mortgagor shall reimburse Mortgagee for all costs and expenses which Mortgagee may incur in the collection of amounts secured hereby, or in protecting its interests by reason of the existence of this Mortgage, including a reasonable attorneys' fee, if suit should be brought.

6. Upon the happening of an event of default, the rents, issues and profits of the Property shall be deemed pledged to Mortgagee as further security and Mortgagee, on thirty days' advance notice, may apply for and secure the appointment of a receiver for the Property.

7. Mortgagee agrees that it will accept the proceeds from the sale of the Property, whether pursuant to foreclosure or by consent of Mortgagor, in full payment of the Indebtedness, and will not have entered a deficiency judgment against Mortgagor;