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But it is expressly provided that time and the exact performance of all the conditions of this mortgage are of the essence of this contract, and in case default be made in the payment of any of said sums of money when due and payable, as above provided, either of the principal or any installment of interest, or any portion thereof, or of any of the said fire insurance premiums, taxes, assessments, liens, charges or incumbrances, or in the performance of any of the covenants or conditions herein provided on the part of the Mortgagor, then the whole of the principal sum and the interest accrued at the time default is made, and all other sums which the holder of this mortgage shall have paid or become liable to pay as hereinbefore mentioned, shall, at the option of such holder thereof, become immediately due and payable without demand or notice, and this mortgage may be foreclosed at any time thereafter without notice.

And it is also expressly agreed that if any suit is instituted to effect such foreclosure, by reason of any such default, the party to such suit holding this mortgage may recover therein as attorney's fees such sum as the court may adjudge reasonable, together with the costs incurred or paid by such party for continuation of abstract or title search from the date of this mortgage to the date of instituting such foreclosure suit, in addition to the costs and disbursements allowed by the Code of Civil Procedure, and said attorney's fees and other costs shall be secured by this mortgage.

It is further expressly agreed that in case any suit or action is instituted to foreclose this mortgage, the Court shall, upon motion of the party holding this mortgage, appoint a Receiver to collect the rents and profits arising out of said premises during the pendency of such foreclosure; the same to be applied, less the expense of such receivership, to the payment of the amount due under this mortgage.

In Testimony Whereof, the Mortgagor has hereunto set its hand and affixed its seal the day and year first above written.

EXECUTED IN THE PRESENCE OF

WYVERN INVESTMENT CORPORATION

BY: *Donald C. Martin* (SEAL)
Donald C. Martin, President
(SEAL)
(SEAL)
(SEAL)