

mortgagor, covenants and agrees to pay such sums as the court may adjudge reasonable as attorneys fees in such suit or action, and subject to this mortgage, the same shall be a lien upon said premises, which said fee shall be due when suit or action is commenced, and shall be recovered whether final decree be entered or not, and is a part of the costs of the commencement of said suit or action, and this mortgage shall stand security for the same.

Eighth. That in case of an action being commenced to foreclose this mortgage under any of its provisions, on filing the complaint for such foreclosure, or at any time thereafter, upon motion of the plaintiff therein, a Receiver shall be appointed to take charge of the mortgaged premises at once and to hold possession of the same, both before and after the entering of the decree of foreclosure therein, and until the title to said property is vested in the purchaser thereof, under and pursuant to such ^{Decree of} foreclosure, in fee simple, absolute, and the time for redemption therefrom has fully expired; and all rents and profits derived from such premises shall be applied, after payment of the costs and expenses of such Receivership, including the costs and expenses of caring for and protecting said property and collecting of such rents and profits, first towards the payment of all taxes, or assessments imposed upon said premises; and, second: toward the debt secured hereby.

hereby
It is further agreed that parties of the first part have the privilege of paying \$100, or any multiple thereof at any interest paying date, by paying 60 days interest in advance on sum so paid,

NOW, if the moneys and interest secured hereby shall be fully paid, as and when provided, and the covenants and agreements herein be fully kept and performed, then this instrument to become void and of no further effect; but if default shall be made in the payment of any of the moneys secured hereby, as and when provided, or in case of the breach of any covenant or condition herein, then all moneys secured hereby shall become immediately due and payable, as aforesaid, and this mortgage may be immediately foreclosed at any time thereafter, and the said premises sold, and the proceeds of such sale applied to the payment of the costs and expenses of such foreclosure and sale, all taxes or assessments remaining due and unpaid on said premises or on the said negotiable paper to credit, the moneys secured hereby, including attorney's fees for foreclosure, as aforesaid, and all other costs and expenses which may be incurred under and in pursuance of the terms of this mortgage, and the residue, if any, shall be paid to the mortgagor. If the proceeds of such sale shall not be sufficient to pay the costs and expenses of such foreclosure, as aforesaid, and all of the costs and expenses which may be incurred under and in pursuance of the terms of this mortgage, then the mortgagor hereby covenants and agrees to pay such deficiency, and a deficiency judgment for such amount may be entered up forth with, without notice, and the decree of foreclosure shall provide that the balance due and costs, which may remain unsatisfied after such sale, shall be satisfied from any other property, or any part thereof, not exempt from execution.

For every purpose of this indenture, the term "mortgagor" includes and means, when only one person is named as party of the first part, not only such person, but also his heirs and assigns and, when more than one persons is named as party of the first part, each and every of said persons jointly and severally, and the heirs and assigns of each; when the party of the first part, as named, consists of one or more corporations, then

the term "mortgagor" includes and means such corporation or corporations jointly and severally, and the successors and assigns of each. All covenants and agreements on behalf of the mortgagor shall extend to and be binding upon such heirs, successors, and