

any part thereof, the mortgagee may elect to apply such payment upon the debt hereby secured or to use it in rebuilding or restoring the premises.

13. To perform, comply with and abide by each and every stipulation, agreement, condition and covenant in said promissory note and in this lien set forth.

14. Should the mortgagor be or become in default in any of the covenants or agreements contained herein or in said note then the mortgagee (whether electing to declare the whole debt hereby secured due and collectible or not) may perform the same, and all expenditures made by the mortgagee in so doing, including advancements for protection in any manner of the premises, or income, crops or profits thereof, (and the Corporation is to be the sole judge as to the necessity therefor) or made under any of the covenants or agreements herein, shall draw interest at the rate of six (6%) per cent per annum, and all such expenditures shall be repayable by the mortgagor without demand, and together with interest and costs accruing thereon, shall be secured by this mortgage; and the rights and duties of the parties covenanted for in this paragraph shall apply equally to any and all part payments or advances made by the mortgagee for any of the purposes herein referred to. The mortgagee shall be the sole judge of the legality and validity of any taxes, assessments, or liens asserted against the property and the payment thereof by the mortgagee shall establish his right to recover the amount so paid with interest.

15. It is further agreed that if the mortgagor fails to pay any personal property tax, income tax, occupation tax or any other tax assessed, levied or imposed upon him and by reason thereof the same becomes a lien against the property covered hereby, that the mortgagee may pay the same together with all interests and penalties, and thereupon such sum so paid shall bear interest at the rate of six (6%) per cent from date of such payment and shall become a part of the mortgage indebtedness and same shall be secured by this mortgage.

16. It is also agreed that should this mortgage be foreclosed, then in the decree of foreclosure entered in such action the property described therein may be ordered sold en masse (or as one lot or parcel) and not as several parcels, at the option of the mortgagee; and also, that the mortgagee may at any time without notice release portions of the premises from the lien hereof without affecting the personal liability of any person for the payment of said debt, or the lien hereof upon the remainder of the premises, of the full amount of the debt then remaining unpaid.

17. Time is of the essence hereof and if any of said sums of money herein referred to be not promptly and fully paid within ninety days next after the same severally become due and payable, or if default be made in the performance of any of the stipulations, agreements, conditions or covenants contained in this mortgage or in said note, or if any law shall be passed imposing on the mortgagee the payment of the whole or any part of the taxes or assessments which the mortgagor agrees to pay, or if any court of competent jurisdiction shall render a decision that the mortgagor's undertaking to pay any such taxes or assessments is legally inoperative, then the balance of unpaid principal with accrued interest and all other indebtedness hereby