

14. Mortgagee may at any time pending a suit upon this Mortgage apply to the court having jurisdiction thereof for the appointment of a receiver and such court shall forthwith appoint a receiver of the premises covered hereby, all and singular, including all and every of which it being expressly understood as hereby mortgaged as if specifically set forth and described in the granting and habendum clause hereof, and such receiver shall have all the broad and effective functions and power as may be entrusted by a court to a receiver, and such appointment shall be made by such court as an admitted equity and a matter of absolute right to said Mortgagee, without reference to the adequacy or inadequacy of the value of the property mortgaged or to the solvency or insolvency of the Mortgagor, and that such rents, profits, incomes, issues and revenues shall be applied by such receiver according to the lien of this mortgage and the practice of such court.

15. In any case of any sale of the mortgaged property pursuant to foreclosure or other judicial proceedings, the purchase price, proceeds or avails, together with any other sums which may then be held by or paid to Mortgagee under any of the provisions of this Mortgage as part of the security hereunder shall be applied in the following order of priority:

- A. On account of all costs and expenses incident to the foreclosure proceedings, including but not limited to costs, abstract charges, attorneys' fees (if authorized), outlays for documentary and expert evidence, and all other costs and expenses incident to the foreclosure whether of a like or different nature, together with interest thereon.
- B. All other items which under the terms of this Mortgage constitute secured indebtedness additional to that evidenced by the principal note secured hereby, including but not limited to sums which the Mortgagee shall have advanced or contracted to advance on account of taxes, assessments or other governmental charges levied or assessed against the mortgaged property, insurance premiums advanced by Mortgagee and any and all other sums paid or contracted to be paid for the preservation of the property, together with interest thereon.
- C. To the payment of the whole amount then due and unpaid, either for principal or interest, or for both principal and interest upon the indebtedness secured hereby.
- D. The remainder, if any, shall be paid over to the Mortgagor, its successors or assigns, or to whomsoever may be lawfully entitled to receive the same as a court of competent jurisdiction may direct.

15. In case of any sale of the mortgaged properties or any part thereof, Mortgagee may bid for and purchase such properties, or any part thereof and may apply the indebtedness owned by Mortgagee secured hereby toward the payment of that part of the purchase price to which Mortgagee may be entitled hereunder upon such sale.

16. Except as hereby expressly provided to the contrary, no remedy herein conferred upon or reserved to Mortgagee is intended to be exclusive of any other remedy, but every

- 5 -

remedy herein provided shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute; that no delay or omission by Mortgagee to exercise any right or power arising from any default shall impair any such right or shall be construed to be a waiver of any default or any acquiescence therein.

17. No other securities now existing to secure the payment of the indebtedness secured hereby shall be impaired or affected in any manner by the execution of this instrument, and no security subsequently taken by the holder of said indebtedness shall impair or affect the security given in this instrument, and any additional security given in the payment of said indebtedness shall be taken, considered and held as cumulative, and the taking of additional security shall at no time release or impair any security by endorsement or otherwise previously given for the payment of said indebtedness.

18. Mortgagor agrees that, in order more fully to protect the security of this Mortgage, Mortgagor will deposit with Mortgagee, on the first day of each month, beginning on the first day of the month in which the first payment of principal or interest of the mortgage debt becomes due, one-twelfth of: the amount (as estimated by Mortgagee) which will be sufficient to pay taxes, special assessments and other charges on the real estate that will become due and payable during the ensuing year plus the amount necessary to purchase required insurance for one year. Mortgagee shall hold such monthly deposits in trust, without any allowance of interest, and shall release such funds for the payment of such items when the same are due and payable. If at any time it appears to Mortgagee that the fund will be insufficient to pay such items when the same will become due, and Mortgagee advises Mortgagor of the deficiency, Mortgagor shall, within ten days after receipt of such notice, deposit with Mortgagee the additional amount requested. Failure to make any deposit when due shall be a breach of this mortgage. If at any time there be default in any of the provisions of this Mortgage, Mortgagee may, at its option, apply any money in the fund on any of the mortgage obligations and in such order and manner as it may elect. On full payment of the mortgage debt any unused portion of the fund shall be released. Transfer of legal title to the mortgaged real estate shall automatically transfer to the new owner the beneficial interest in the fund.