

And the said mortgagor agrees to insure the house and buildings on said lot in a sum not less than Forty-Nine Thousand, Six Hundred and 00/100----- Dollars in a company or companies satisfactory to the mortgagee, and keep the same insured from loss or damage by fire, and assign the policy of insurance to the said mortgagee; and that in the event that the mortgagor shall at any time fail to do so, then the said mortgagee may cause the same to be insured in their names and reimburse mortgagor for the premium and expense of such insurance under this mortgage, with interest.

And if at any time any part of said debt, or interest thereon, be past due and unpaid, said corporation does hereby assign the rents and profits of the above described premises to said mortgagee, or their Heirs, Executors, Administrators or Assigns, and agree that any Judge of the Circuit Court of said State may, at chambers or otherwise, appoint a receiver, with authority to take possession of said premises and collect said rents and profits, applying the net proceeds thereafter (after paying costs of collection) upon said debt, interest, costs or expenses; without liability to account for anything more than the rents and profits actually collected.

PROVIDED ALWAYS, nevertheless, and it is the true intent and meaning of the parties to these Presents, that if the said mortgagor, does and shall well and truly pay or cause to be paid unto the said mortgagee the debt or sum of money aforesaid, with interest thereon, if any is due, according to the true intent and meaning of the said note, then this deed of bargain and sale shall cease, determine, and be utterly null and void; otherwise to remain in full force and virtue.

AND IT IS AGREED by and between the said parties that said mortgagor is to hold and enjoy the said Premises until default of payment shall be made.

IN WITNESS WHEREOF the said granting corporation has caused its corporate seal to be hereunto affixed and these presents to be subscribed by its duly authorized officers, on this the 8th day of October in the year of our Lord one thousand, nine hundred and Seventy-Four (1974) and in the one hundred and Ninety-Eighth year of the sovereignty and independence of the United States of America.

Signed, sealed and delivered in the presence of:   
 By C. HOWARD WILKINS, JR., President   
 and ROBERT W. McNEELY, Secretary

KANSAS   
 State of South Carolina   
 County of SEDGWICK

PERSONALLY appeared before me Lois Elaine Graff and made oath that she saw C. HOWARD WILKINS, JR., as President and ROBERT W. McNEELY as Secretary of J-Mac Pizza Hut, Inc., a corporation chartered under the laws of the state of South Carolina sign, seal with its corporate seal and as the act and deed of said corporation deliver the within written deed, and that he, with Delores J. Phillips, witnessed the execution thereof.

SWORN to before me this 8th day of October A. D. 1974   
 Notary Public for South Carolina, Kansas   
 My Commission Expires: 11-18-77

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