

For Position to Issue Paragraph See Page 200

Third: As further security for the debt hereby secured and interest thereon ^{and} any of the sums authorized to be expended by the mortgagee, the mortgagor hereby sells, transfers and assigns unto the mortgagee, prior and superior to any and all other claims or demands thereto, the rents and profits of and from the above described real estate accrued and hereafter to accrue, with full power and authority, at the mortgagee's election, to collect and give receipts in full for the same and to apply all sums so collected less a reasonable commission thereof which is hereby authorized to be paid to any agent employed by the mortgagee to execute the provisions of this paragraph, and after deduction also of expenditures for repair and upkeep of said real estate, to the payment of the indebtedness described in and secured by this mortgage. There shall be no duty upon the mortgagee, however, to exercise such election and the mortgagee may permit the mortgagor, at any time from time to time, to collect said rents and profits to his own use in which event the ^{saving} shall in no way be deemed a waiver by or to work an estoppel upon the mortgagee thereafter to assert the mortgagee's full rights and authority hereunder, provided, further,

and numbered respectively "Principal Note No. 1" to "Principal Note No."

AND WHEREAS, the Mortgagor and Mortgagee do hereby agree that the above debt shall bear interest before maturity at the rate of per centum per annum, as is evidenced by like notes in the amounts and to become due as follows:

that no prepayment of any rents or profits for the whole or any portion of the said real estate shall be procured or permitted or valid without the written consent of the mortgagee.

Fourth: The mortgagee shall have authority in its discretion to employ agents and attorneys in the execution of this mortgage and to protect the interests of the mortgagee hereunder, and the same shall be compensated, and all expenses in and about the employment, including those of litigation, shall be paid out of the proceeds of sale of said property should a sale be had, and if no sale be had, all sums so paid out shall be recoverable by all remedies at law or equity, by which the debt hereby secured may be recovered.

Fifth: That wherever herein the masculine personal pronoun may be used, if there be only one mortgagor, and that mortgagor shall be female, the feminine personal pronoun shall be deemed substituted for such masculine personal pronoun. Wherever herein the singular personal pronoun shall be used referring to the mortgagor and there be more than one mortgagor, said singular personal pronoun shall be deemed to read as the plural personal pronoun. Wherever herein the word "mortgagor" shall be used, and there be more than one mortgagor, the same shall be deemed to read "mortgagors", and each mortgagor shall always be jointly and severally liable for the performance of every promise and agreement made herein by the "mortgagee". Wherever herein the words ^{mortgagee} "mortgagee" are used the same shall be construed to mean as well the heirs, successors, representatives and assigns of the same, whether voluntary by act of the parties, or involuntary by operation of the law.