

and my heirs, executors and administrators, to warrant and forever defend all and singular the title to said premises unto the said FOX Cooperative Service, Inc., its successors and assigns, from and against me and my heirs, executors, administrators, and assigns, and all persons whomsoever lawfully claiming, or to claim the same, or any part thereof.

AND IT IS AGREED; That said Mortgagor, his heirs and assigns, shall pay promptly all taxes assessed and chargeable against the aforesaid property, and in default thereof, that the holder of this mortgage may pay the same, whereupon the obligation secured by this mortgage shall immediately become due and payable, if the Mortgagee shall so elect.

PROVIDED ALWAYS, NOTWITHSTANDING, and it is the true intent and meaning of the parties to these presents, that if I, the said John B. Hicks and Glenda C. Hicks, do and shall well and truly pay, or cause to be paid unto the said FOX Cooperative Service, Inc., the aforesaid Note, according to the true intent and meaning of the said Note and conditions therein written, then this deed of bargain and sale shall cease, determine and be utterly null and void. And the said Mortgagor doth hereby assign, set over and transfer to the said Mortgagee, its successors and assigns, all of the issues and profits of the said mortgaged premises, accruing and falling due from and after the service of a summons issued in an action to foreclose this mortgage after default in the conditions thereof.

AND IT IS AGREED by and between the parties, that in the case of foreclosure of this mortgage, by suit or otherwise, the Mortgagee shall recover of the Mortgagor a reasonable sum as attorney's fee, which be secured by this mortgage and shall be included in the judgement of foreclosure.

WITNESS MY HAND AND SEAL, this March 23, 1960

SIGNED, SEALED AND DELIVERED

IN THE PRESENCE OF

J.D. Martin
B.L. Trubnick

John B. Hicks (SEAL)
Glenda C. Hicks (SEAL)

JBH
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