

municipal laws and regulations affecting the mortgaged premises.

(5) That he hereby assigns all rents, issues and profits of the mortgaged premises from and after any default hereunder, and agrees that, should legal proceedings be instituted pursuant to this instrument, any judge having jurisdiction may, at Chambers or otherwise, appoint a receiver of the mortgaged premises, with full authority to take possession of the mortgaged premises and collect the rents, issues and profits, including a reasonable rental to be fixed by the Court in the event said premises are occupied by the mortgagor and after deducting all charges and expenses attending such proceeding and the execution of its trust as receiver, shall apply the residue of the rents, issues and profits toward the payment of the debt secured hereby.

(6) That if there is a default in any of the terms, conditions, or covenants of this mortgage, or of the note secured hereby, then, at the option of the Mortgagees, all sums then owing by the Mortgagor to the Mortgagees shall become immediately due and payable, and this mortgage may be foreclosed. Should any legal proceedings be instituted for the foreclosure of this mortgage, or should the Mortgagees become a party of any suit involving this Mortgage or the title to the premises described herein, or should the debt secured hereby or any part thereof be placed in the hands of any attorney at Law for collection by suit or otherwise, all costs and expenses incurred by the Mortgagees, and a reasonable attorney's fee shall thereupon become due and payable immediately or on demand, at the option of the Mortgagees, as a part of the debt secured hereby, and may be recovered and collected hereunder.

(7) **EQUITIES BETWEEN THE MORTGAGEES:** The mortgagees recite that they are each entitled to a portion of the proceeds from this mortgage as follows:

(a) Mary Ellen Stargel and Harris D. Oakes do appoint Donald L. Stegall as their agent to collect and receive the payments due under this mortgage and note;

(b) Beginning upon receipt of the November 1, 1983 payment and continuing for 61 succeeding months, Donald L. Stegall shall pay from

DIS
HDD

ME S