

discharged from all equity of redemption and right of power, and all and every other encumbrances subsequent to this mortgage; and after deducting from the proceeds of said sale of taxes due thereon, or which may have been paid by the mortgagees, the principal and interest due on the said debt, and ten per cent attorney fees, premiums of insurance and the costs and charges of the said sale, then to hold the surplus subject to the right of the holder of any subsequent lien or encumbrance on the said premises, who may give express notice in writing of his holding the same, and if no such claims be made, then to pay such surplus to the said mortgagor, his heirs, executors, administrators or assigns. But if the said proceeds shall be insufficient to pay the said debt, interest, taxes, fees, costs and charges, the amount unpaid shall not be extinguished by the mortgagee becoming the purchaser of the premises. The completion of said sale, by conveyance, shall entitle the purchaser to immediate possession of the premises; and any holding of the same hereafter by the said Leroy H. Noble, or other person holding under him shall be as tenant of the said purchaser, at a rent of _____ dollars per month, payable monthly; and the said purchaser may at any time determine such tenancy by giving one month's notice to the party in possession, or without such notice, in case at any time one month's rent be due and unpaid; and in either of said cases such purchaser shall have the right to obtain possession of the said premises, as in other cases of landlord and tenant upon the determination of a lease. In case of sale by any corporation as mortgagee or assignee of this mortgage, the deed shall be executed in the name of the mortgagor by the president of said corporation, as attorney in fact.

And the said mortgagor doth, as additional security, hereby assign, set over, and transfer to the said mortgagee, his executors, administrators and assigns, all of the rents, issues and profits of the said mortgaged premises, accruing or falling due from and after the service of a summons in any action of foreclosure to which said mortgagee, his executors, administrators or assigns may be parties.

And it is agreed by and between the parties that the said mortgagor, his heirs, executors or