

assigns the rents and profits of the above described premises to the said Mary Black Clinck and agrees 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 and sell the said rents and profits, applying the net proceeds thereof, after paying costs of collection and sale upon said debt, interest, costs, fees and expenses, without liability to account for anything more than the rents and profits actually collected.

Fifth That the said H. D. Hughes until the said debt hereby secured be paid in full, shall and will pay all taxes and assessments, liens and other charges upon the property hereby mortgaged when due and payable, and in case the said H. D. Hughes shall fail to do so, the said Mary Black Clinck may pay the same, together with all costs or penalties incurred thereon, or any part thereof and reimburse itself for the same under this mortgage or may proceed to foreclose as though default in payment had been made.

Sixth that the said H. D. Hughes agents and tenants shall keep the aforesaid premises in as good order and condition as they now are and not commit waste or any injury to such an extent as to impair the value of the same as a security for this loan.

Provided always, nevertheless, and it is the true intent and meaning of the parties to these presents, that if the said H. D. Hughes do and shall well and truly pay, or cause to be paid unto the said Mary Black Clinck or its order or agents the said debt or sum of money aforesaid with interest, costs and fees thereon, if any shall be due according to the true intent and meaning of the said note or any renewal thereof or any renewal of any part thereof interpreted under the covenants contained herein 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 hereto that the said H. D. Hughes shall hold and enjoy the said premises until default of payment or a breach of a covenant herein shall be made.