

covered and collected hereunder.

And it is further agreed, that it is the intent of this instrument that the hereinbefore mentioned covenants are to be binding on the said mortgagor, their heirs, executors and administrators, and shall run in favor of the said mortgage, its successors or assigns.

Provided always, that it is the true intent and meaning of the parties to these presents, that if the said J. M. & Frankie N. Bayne, our heirs, executors or administrators shall pay or cause to be paid unto the said The Union Central Life Insurance Company, of Cincinnati, Ohio, its successors or assigns, the said notes with the interest thereon, if any, when due, and also all sums of money paid by the said mortgagor, according to the conditions and agreements of the said notes and of this mortgage, then this deed of bargain and sale shall cease, determine and be void, otherwise it shall remain in full force and virtue.

And it is lastly agreed by and between the said parties, that the said mortgagors are to hold and enjoy the said premises until default of payment shall be made, but if at any time any part or whole of said sum or sums secured hereby or interest thereon, be past due and unpaid, the mortgagors hereby assign the rents and profits of the above described premises to said mortgage, its successors and assigns, and agree 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 said rents and profit, applying the net proceeds, after paying costs of collection, upon said sum or interest secured hereby, without liability to account for anything other than the rents and profits actually collected.

Witness our hands and seals this sixth

(6th) day of December, 1929.

Signed, sealed and delivered in the presence of:

J. B. McGowan

J. M. Bayne

(L.S.)

Sammie Lurey

Frankie N. Bayne

(L.S.)

-Over-