

any local purpose, the Mortgagee, or its successors, shall have the right to declare the entire indebtedness secured hereby at once due and payable and the Mortgagor, or the person or persons claiming or holding under the Mortgagor shall at once pay the entire indebtedness secured thereby.

AND it is further agreed and covenanted by and between the said parties that until the debt hereby secured by paid, the said Mortgagor, its successors or assigns, shall and will pay all taxes or assessments on the property hereby mortgaged, and every part thereof, or on this Mortgage or note secured hereby promptly as they become due and before they become delinquent, and upon the Mortgagor's failure to so pay the said taxes, charges, public rates or assessments, the Mortgagee shall have the right to pay same (and any sums so paid shall stand secured by this Mortgage and bear interest from the date of payment until repaid at the rate of seven per cent. per annum), and reimburse itself for the same under the Mortgage; and the Mortgagee may likewise, in case of such default, declare the entire debt due and payable.

AND in case of default in the payment of said debt or interest thereon, and likewise in case of default in any of the agreements hereinabove set forth, the Mortgagor hereby assigns the rents and profits of the above described premises to the Mortgagee, 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 the rents and profits, and after paying costs of collection, apply the proceeds to the payment of said debt, interest, costs and expenses, without liability, however, to account for anything more than the rents and profits actually collected.

AND it is further agreed and covenanted between the said parties that in case the debt secured by this Mortgage or any part thereof is collected by suit or action or this Mortgage be foreclosed or put into the hands of an Attorney for collection, suit, action or foreclosure, the said Mortgagor, its successors or assigns, shall be chargeable with all costs of collection, including ten (10%) per cent. of the principal and interest on the amount involved as attorney's fees, which shall be due and payable at once, which charges and fees, together with all costs and expenses, are hereby secured and may be recovered in any suit or action hereupon or hereunder.

IN WITNESS WHEREOF THE SAID Liberty Investment Company has caused its corporate seal to be hereunto affixed and these presents to be subscribed by its duly authorized officers, Milton Starr, President, and Alfred Starr, Secretary, on this the 26th day of June in the year of our Lord one thousand, nine hundred and thirty-nine and in the one hundred and sixty-third year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and delivered

in the presence of:

Joseph J. Zaro  
Harry Steinheimer



LIBERTY INVESTMENT COMPANY (L.S.)  
BY: Melton Starr  
President.  
And : Alfred Starr  
Secretary.

State of Tennessee,  
County of Davidson.

Personally appeared before me Joseph J. Zaro and made oath that he saw Milton Starr, as President, and Alfred Starr, as Secretary, of Liberty Investment Company, sign, seal and as the act and deed of said corporation, deliver the within written Mortgage, and that he, with H. Steinheimer witnessed the execution thereof.

Sworn to before me this 26 day of June, 1939

M. G. Ferguson (L. S.)



Joseph J. Zaro

Notary Public for Tennessee.

My commission expires: April 5, 1943.

Recorded June 28th, 1939 at 4:30 P. M. #8350 BY: E. G.