

CHATEL MORTGAGE

(continued)

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, his heirs, executors, administrators 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 addition to the agreements, covenants and conditions contained in the mortgage to which this rider is attached and of which it forms a part, it is further agreed by and between the parties hereto:

The mortgagee may hereafter, at its option, at any time before full payment of this mortgage, make further advances to the mortgagor, and the same, with interest, shall be secured by this mortgage; provided, however, that the amount of principal secured by this mortgage and remaining unpaid, shall not at the time of and including any such advance exceed the original principal sum secured hereby; and provided further that if the mortgagee, at its option, shall make a further advance or advances as aforesaid, the mortgagor agrees to execute and deliver to the mortgagee a note to evidence the same, payable on or before the maturity of this mortgage and bearing such other terms as the mortgagee shall require.

The mortgagor does covenant and agree to and with the mortgagee to repay all such further advances made as aforesaid with interest; that such further advances and each note evidencing the same shall be secured by this mortgage; and that all of the covenants and agreements in this mortgage contained shall apply to such further advances as well as to the original principal sum herein recited.

The word "mortgagee" as used in this rider shall be construed to mean the owner and holder of the security instrument to which this rider is attached, whether said security instrument be a mortgage, deed of trust or a loan deed, and shall include the original owner and holder of said security instrument or any assignee or transferee thereof. The word "mortgagor" as used in this rider shall be construed to mean the maker or makers of said security instrument, whether said maker or makers be mortgagors in a mortgage or grantors in a deed of trust or loan deed, and shall also be construed to include the vendees, devisees, successors, heirs and assigns of such mortgagor or their successors in interest; the word "mortgage" as used in this rider shall be construed to mean mortgage, deed of trust or loan deed or other instrument securing the payment of the note or notes hereinbefore referred to; and the word "note" shall be construed to mean note or bond, being the instrument evidencing the indebtedness under such further advance and constituting the obligation of the mortgagor to repay.

WITNESS my hand and seal this 13th day of August in the year of our Lord one thousand nine

This rider, attached to and forming a part of Mortgage for \$8,000.00 dated August 13, 1947, is identified therewith by the following signatures: Elin S. Luthi  
WITNESS: Cecile Smith  
Patrick C. Fant