

the date of payment until repaid at the rate of four(4%) 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.

It is further agreed and covenanted that no trees are to be cut on the within described premises, except for domestic purposes, and that no timber is to be removed from the within described premises without the written consent of The Prudential Insurance Company of America or its successors or assigns first had or obtained.

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.

The Mortgagor, in order more fully to protect the security of this mortgage, does hereby covenant and agree that, together with and in addition to the monthly payments of principal and interest payable under the terms of the note or bond secured hereby, he will pay monthly to the mortgagee on the first day of each month until the said note or bond is fully paid, a sum equal to one-twelfth(1/12) of the known or estimated yearly taxes and assessments levied against the herein described premises , and also one-twelfth(1/12) of the known or estimated yearly premiums that will become due and payable to maintain in force the insurance on the premises herein described. Such estimates shall be made by the mortgagee, its successors or assigns. The mortgagee shall hold such monthly payments in trust, without obligation to pay interest thereon, to pay such insurance premiums, taxes and assessments when due. | If the total of monthly payments as made under this paragraph shall exceed the amounts of payments actually made by the mortgagee for insurance premiums, taxes and assessments, as the case may be, such excess shall be credited on subsequent monthly payments of the same nature, but if the total of ^{such} monthly payments so made under this paragraph shall ~~exceed the amounts of payments actually made by the mortgagee for insurance premiums, taxes and assessments, as the case may be, such excess shall be credited on subsequent monthly payments of the same nature, but if the total of such monthly payments so made~~ under this paragraph shall be insufficient to pay insurance premiums, taxes and assessments when due, then the mortgagor shall upon demand pay to the mortgagee the amount necessary to made up the deficiency. If, in accordance with the terms and provisions of the note or bond secured hereby, the mortgagor shall make full payment of the entire indebtedness of the note or bond secured hereby, the mortgagee will refund the balance of funds accumulated under the provisions of this paragraph. To the extent that all the provisions of this paragraph for such payments of insurance premiums, taxes and assessments to the mortgagee are complied with, the mortgagor

r attached to and forming part of mortgage, dated September 12, 1947, for \$6,600.00
 filed with said mortgage by the following signatures :
 Mayes D. Mullinax