

mortgage indebtedness, if an election has been made by the mortgagors to obtain a release of the top of Hogback Mountain as aforesaid, the balance of the purchase price shall immediately become due and payable and the holder of this mortgage shall have the right of instituting foreclosure proceedings.

It is further understood and agreed between the parties that this mortgage is a purchase money mortgage, having been given to secure a portion of the purchase price of the mortgaged premises, and the mortgagee in accepting this mortgage agrees that the sole security for this indebtedness shall be the mortgaged premises, and the mortgagee hereby waives any right which he, his heirs, executors, administrators or assigns might have to a deficiency judgment, in the event a foreclosure is had and the sale of the mortgaged premises fails to yield enough to satisfy the indebtedness secured thereby.

It is further understood and agreed that in case foreclosure proceedings shall be instituted, the mortgagors shall and they hereby do assign the rents and profits arising or to arise from the mortgaged premises as additional security for this indebtedness, and agree that any Judge of jurisdiction may, at chambers or otherwise, appoint a receiver of the mortgaged premises, with full authority to take possession of the premises, and collect the rents and profits and apply the net proceeds (after paying costs of receivership) upon said indebtedness, interests, costs and expenses, without liability to account for anything more than the rents and profits actually received.

PROVIDED ALWAYS, nevertheless, and it is the true intent and meaning of the parties to these presents, that if we, W. H. Corbett and Waddell A. Corbett, partners trading as Corbett Brothers, do well and truly pay or cause to be paid unto the said mortgagee the debt or sum of money as aforesaid, with interest thereon, if any be due according to the true intent and meaning of