

10. AND IT IS FURTHER COVENANTED, That said mortgagor will assign, and doth hereby assign, set over and transfer to the said General Mortgage Co., its Successors and Assigns, all of the rents, issues and profits of the said mortgaged premises, accruing and falling due from and after the service of a summons issued in action to foreclose this Mortgage after default in the conditions thereof, as further security for the debt then due and unpaid under this Mortgage, and the said mortgagor agrees that a receiver may be appointed to take charge thereof.

11. AND IT IS FURTHER COVENANTED, That the mortgagor, for himself and his Heirs and Assigns, does hereby assign and set over unto the mortgagee all rents from the above mortgaged property hereafter accruing as additional security for the indebtedness and other items herein secured and for the purpose of keeping said mortgaged property in proper repair and the mortgagee and assigns, are given a prior and continuing lien thereon. The mortgagor does appoint the mortgagee his attorney to collect said rents with or without suit and apply the same, less expenses of collection, including agent's commission of 5 per cent on all rental collected, to the said indebtedness, and other secured items and repairs, in such manner as the mortgagee may elect; provided, however, that until there be a default under the terms of this deed, the mortgagor may continue to collect and enjoy said rents without accountability to the mortgagee. The curing of any default, however, shall not entitle the mortgagor to again collect said rents unless consented to in writing by the mortgagee. This assignment of rents and power of attorney shall be irrevocable and shall be in addition to the other remedies herein provided for in event of default and may be put into effect independently of or concurrently with any of said remedies, but no liability shall attach to the mortgagee for failure or inability to collect any rents herein assigned.

This assignment, lien and power of attorney shall apply to all rents hereafter accruing from present leases and rentals of the mortgaged property and from all leases and rentals hereafter made by the present or any future owners of the property, and any purchaser of the mortgaged property shall take subject to all the provisions and conditions thereof. In case the whole or any part of said property shall become vacant, the said mortgagee is authorized to let the same in the name of the party of the first part, either by it or through an agent appointed by it for the purpose, and authority is hereby given to pay such agent, for his services, five per cent of the rents collected.

12. AND IT IS FURTHER COVENANTED, That the rights and remedies hereunder are cumulative and adoption of any one or more of said remedies shall not impair the other rights and remedies herein conferred upon the mortgagee, or otherwise given by law, all or any of which remedies may be pursued separately or concurrently.

13. AND IT IS FURTHER COVENANTED, That the Note herein

(Continued on next page)

Page 6
of 9 pages

J. B. Newby