

This mortgage is subject to an existing mortgage in favor of Fidelity Federal Savings and Loan Association

together with all and singular the rights, members, hereditaments and appurtenances to the said premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, All and singular, the said premises unto the said Ira Kaye and Minnie DesChamps; Co-Executors & Co-Trustees of the Estate of Jennie Barnett, Deceased, their successors

~~xxxx~~ and assigns forever.

And I do hereby bind myself and my heirs, executors and administrators, to warrant and forever defend all singular the said premises unto the said Ira Kaye and Minnie DesChamps, Co-Executors & Co-Trustees of the Estate of Jennie Barnett, Deceased, their successors and assigns, from and against me and my heirs, executors, administrators, and assigns, and against all other persons lawfully claiming or to claim, the same or any part thereof.

It is hereby covenanted and agreed that the mortgagor or his assigns, as further security for said debts shall forthwith insure the buildings upon the premises within described, and keep same insured until said indebtedness is fully paid, in an amount to be named by the mortgagee, and will immediately assign the policies to the mortgagee; but should he fail to so insure or keep insured, then the mortgagee or its assigns shall have the right to insure said buildings, and also to pay any taxes that are due or that may become due upon said premises, and the sums so paid shall stand secured by this mortgage, and the same shall bear interest from the date of payment at the rate of seven per cent. per annum.

PROVIDED ALWAYS, NEVERTHELESS, And it is the true intent and meaning of the parties to these Presents, that if I the said Edward H. McDowell

do and shall well and truly pay, or cause to be paid, unto the said Ira Kaye and Minnie DesChamps, Co-Executors & Co-Trustees of the Estate of Jennie Barnett, Deceased, the said debts or sums of money aforesaid, with the interest thereon, if any shall be due, according to the true intent and meaning of the said promissory note

and conditions thereunder written and also any and all other debts due or owing the mortgagee or its assignee by the mortgagor at the time of foreclosure hereof, or other collection of the same, then this deed of bargain and sale shall cease, determine, and be void; otherwise to remain in full force and virtue. And it is further covenanted and agreed that in case this mortgage or the indebtedness hereby secured is placed in the hands of an attorney for collection or is collected by legal proceedings, the full sum of ten per centum upon the amount then due shall be paid by the mortgagor or person holding or claiming under him--for attorney's commissions--and also in addition thereto a reasonable counsel fee, all of which shall stand secured by this mortgage, and may be recovered in any suit or action hereupon or hereunder. And it is further covenanted and agreed that as additional security to the debts aforesaid, the mortgagee and its assigns shall have a first lien upon the entire income, rents, and profits accruing from or issuing out of the mortgaged premises until the debts herein secured are paid in full, and such lien is hereby granted unto the mortgagee and its assigns, and that upon default in the payment of any indebtedness secured hereby, or any part thereof, or any part of the interest thereon, that then the mortgagee or its assigns may enter and possess said premises, and shall have, demand, collect, receive and receipt for the rents, income and profits of same, and apply the net residue thereof, after deducting all expenses, towards payment of said debts, and the entire rents, income and profits accruing from or issuing out of said mortgaged premises, until the amount secured hereby is paid in full, are hereby assigned, transferred and delivered unto the mortgagee and its assigns, to be collected and applied to the indebtedness secured hereby, after deducting the expenses of the collection thereof, but without liability for laches or neglect in collecting same.