

4. That he will comply with all governmental and municipal laws and regulations affecting the mortgaged Premises.

5. That he hereby assigns all his interest in all rents, issues and profits of the mortgaged Premises from and after any default hereunder, and agrees that, should legal proceedings be instituted pursuant to this instrument, any judge having jurisdiction may, at Chambers or otherwise, appoint a receiver of the mortgaged Premises, with full authority to take possession of the mortgaged Premises, and collect the rents, issues and profits, including a reasonable rental to be fixed by the Court in the event said premises are occupied by the Mortgagor, and after deducting all charges and expenses attending such proceeding and the execution of his trust as receiver, shall apply the residue of the rents, issues and profits toward the payment of the debt secured hereby. It is understood and agreed that this assignment is subject and subordinate to the assignment of such rents to the first mortgagee hereinabove named.

6. If there is a default in any of the terms, conditions or covenants of this Mortgage, or of the Note secured hereby, then, at the option of the Mortgagee, all sums then owing by the Mortgagor to the Mortgagee shall become immediately due and payable, and this Mortgage may be foreclosed. Should any legal proceedings be instituted for the foreclosure of this Mortgage, or should the Mortgagee become a party to any suit involving this Mortgage or the title to the Premises described herein, or should the debt secured hereby or any part thereof be placed in the hands of an attorney at law for collection by suit or otherwise, all costs and expenses incurred by the Mortgagee, and a reasonable attorney's fee (not to exceed fifteen (15%) percent) shall thereupon become due and payable immediately or on demand, at the option of the Mortgagee, as a part of the debt secured thereby, and may be recovered and collected hereunder.

7. The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

WITNESS the hand and seal of Mortgagor this 20th day of July, 1973.

WITNESS:

W. H. Burgess
Henry R. Stephens

Malcolm L. Buehler (SEAL)
Malcolm L. Buehler

0270

4328 W. 2