

9. Mortgagor agrees that, during the first ten (10) years of the term of the note which this Mortgage secures, he shall not have the right to anticipate, or, prepay any portion of the note which this Mortgage secures. Beginning with the eleventh (11th) year of said note, on regular monthly installment due dates and upon thirty (30) days prior written notice, the Mortgagor shall have the right to pay all or any part of the said note by paying a premium of six (6%) percent of the amount so prepaid during the eleventh loan year, with the amount of said premium declining one-half percent in each succeeding year to a minimum of one percent. The Mortgagor does further agree that he will provide additional collateral for the note referred to herein in the form of conditional assignment of a life insurance policy in the face amount of \$250,000.00 on the life of the Mortgagor. This assignment shall continue to be in effect as long as the note which this Mortgage secures remains unpaid.
10. The Mortgagee hereby assigns all rents, issues and profits of the mortgaged premises from and after thirty (30) days following 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 the 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 for the payment of the debt secured hereby.

RECORDED JAN 4 1978

At 12:32 P.M.

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