

Perry Clark with regard to the payment of said note.

(c) Consent to an assignment of Perry Clark's interest in said property which will relieve Perry Clark of liability for the payment of the note and the performance of the terms and conditions of the mortgage, and any of the above acts, if done without the written consent of Bankers, shall be null and void. Owner shall have the right, regardless of this assignment, to modify said mortgage or take any other action with respect thereto which does not violate the specific provisions of subparagraphs (a), (b), (c) hereof.

Bankers, by acceptance of this assignment, covenants and agrees to and with Owner that, until a default shall occur by Owner in the performance of the covenants or in the making of the payments provided for in the above mentioned Two Hundred Fifty Thousand and No/100 (\$250,000.00) Dollar note and mortgage, the said Owner may receive and collect and enjoy the payments, issues and profits accruing to it under the said terms and conditions of the Clark note and real estate mortgage; but it is covenanted and agreed by Owner for the consideration aforesaid, that, upon the happening of any default in the performance of the covenants or in the making of the payments provided for in the aforesaid Two Hundred Fifty Thousand and No/100 (\$250,000.00) Dollars note and mortgage, Bankers, may, at its option, receive and collect all the said payments, issues and profits. The Owner, in the event of default in any of the payments or in performance of any of the terms, covenants or conditions of the aforesaid Two Hundred Fifty Thousand and No/100 (\$250,000.00) Dollar note and mortgage, hereby authorizes Bankers at its option through its officers, agents or employees to enter into the position of the Owner as set forth in the Clark note and real estate mortgage for the collection of payment due thereunder. The Owner hereby authorizes Bankers in general to perform all acts necessary to collect all monies due as evidenced by the said note and mortgage.

Bankers shall, after payment of all proper charges and expenses, credit the net amount of income which it may receive by virtue of the within assignment and from the mortgaged premises, to any amounts due Bankers from the Owner under the terms and provisions of the aforesaid Two Hundred Fifty Thousand and No/100 (\$250,000.00) Dollar note and mortgage.

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