

take possession of said premises and collect said rents and profits, applying the net proceeds thereof, (after paying costs of collection) upon said debts, interest, cost and expenses without liability to account for anything more than the rents and profits actually collected.

5. Provided always, and it is the true intent and meaning of the parties to these presents that if the said mortgagors do well and truly pay, or cause to be paid unto the said mortgagee the debt or sum of money aforesaid, with interest thereon, if any shall be due, according to the true intent and meaning of the said note, then this collateral assignment shall cease, determine and be utterly null and void; otherwise to remain in full force and virtue. It being further understood that upon the failure of the mortgagors to pay the debt due upon lawful demand therefor, all their right, title, and interest in the contract pledged as collateral for the above note may be foreclosed in the same manner as a mortgagor's interest in real estate is foreclosed. In the event the mortgagors fully pay the said Joe Lee Street Rickmond and receive a deed for the property, the mortgagee shall then receive a mortgage over the property securing her in accordance with the usual provision of a mortgage and the provisions of the above note, and she shall be first mortgagor on said property.

Unless in default, the mortgagors shall be entitled to possession of the property as against the mortgagee.

The aforesaid note represents the unpaid balance of the purchase price of this property due to the said Frankie Jean H. Piller.

IN WITNESS WHEREOF, we have hereunto placed our

(Continued on next page)

ABRAMS, BOWEN  
AND TOWNES

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PAGE

3