

under and secured by this mortgage, in accordance with the term hereof and for the enforcement of the payment thereof, when payable, in accordance with the true intent and meaning and stipulation hereof, and of said note.

Only such note as shall be certified by L. O. Lohmann Mortgagee, by the signing of the certificate endorsed thereon shall be secured by this mortgage, or be entitled to any benefit or lien hereunder, and such certificate of L. O. Lohmann Mortgagee, shall be conclusive evidence that the note so certified has been duly issued hereunder and is entitled to the benefit of the trust hereby created.

And it is hereby covenanted and agreed between the parties hereto, representing themselves their successors and assigns as follows: To wit:

That the mortgagor agrees to pay the debt or sum of money, with interest thereon, according to the true intent and meaning of the said promissory note but the said note, as expressly provided on its face, payable by the mortgagor only out of the excess of income from the real estate hereby conveyed over and above the expenses of holding, maintaining, and operating the same, and/or out of the net proceeds realized from the sale thereof, and the mortgagor shall not be liable to pay the said note, as to either principle or interest, except to the extent of such excess income from and/or net proceeds of the sale of said real estate as may come into its hands.

Provided always, nevertheless, and it is the true intent and meaning of the parties to these presents, that if the mortgagor shall well and truly pay or cause to be paid unto the mortgage, the debt or sum of money hereby secured with interest, costs and fees, thereon, if any shall be due according to the true intent and meaning as interpreted under the covenants herein contained, then this deed of bargain and sale shall cease, determine and be utterly null and void, otherwise to remain in full force and virtue.

And it is agreed by and between the parties hereto that the mortgagor shall hold and enjoy the said premises until defauit or payment or breach of a covenant herein shall be made.

And it is further understood and agreed by and between the parties hereto and herein named as mortgagor and mortgagee, that whenever in this deed the term mortgagor and mortgagee, are used, such terms refer to and include the successors and assigns of the mortgagor or mortgagee, as the case may be.

Witness the signature and corporate of C. T. H. Corporation, hereunto caused to be affixed and attested, this the first day of February, in the year of our Lord One thousand nine hundred and thirty six, and in the one hundred sixtieth year of the independence of the United States of America, seal by its proper officers thereto first duly authorized.