

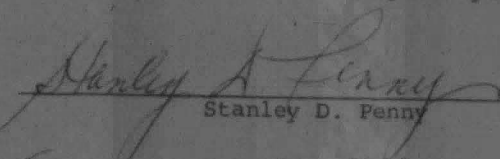
party of the second part or his successors or assigns to take possession of the said premises and all the improvements thereon in the manner provided by law and to have a receiver appointed to collect the rents and benefits accruing therefrom; and to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, and out of all moneys arising from such sale to retain the amount then unpaid of principal and interest, together with the costs and charges incident thereto, and the overplus, if any there be, shall be paid by the party making such sale, on demand, to the first parties.


It is agreed that in the event of default, the party of the second part shall have the right to proceed against the security given by this indenture, and shall be entitled to receive from the security, in the event of default, foreclosure, and sale, the amount then owing on the note secured by this indenture.

Said J. L. Spreng, as Trustee, has no duty to examine the title, location, existence, or condition of the premises nor shall he be obligated to record this instrument or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for any acts or omission hereunder, except in case of his own gross negligence or misconduct or that of his agents or employees, and he may require indemnities satisfactory to him before exercising any power herein given.

It is agreed by the parties hereto that the terms and provisions of this indenture and each and every obligation therein contained, and all benefits accruing therefrom shall extend and inure to, and be obligatory upon the heirs, executors, administrators, successors, or assigns of the respective parties hereto.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seals the day and year last above written.


Stanley D. Penny


Theo M. Penny

(Continued on Page 4)