

In the event of foreclosure of this mortgage, mortgagee shall be entitled to the abstracts or other evidence of title and to have a receiver appointed by the court to take possession and control of the premises described herein and collect the rents, issues and profits thereof; the amounts so collected by such receiver to be applied under the direction of the court to the payment of any judgment rendered or amount found due under this mortgage.

In the event mortgagor defaults with respect to any covenant or condition hereof, then, at the option of mortgagee, the indebtedness secured hereby shall forthwith become due and payable and bear interest as provided for in the above described note and this mortgage shall become subject to foreclosure. Provided, however, mortgagee may at its option and without notice annul any such acceleration but no such annulment shall affect any subsequent breach of the covenants and conditions hereof.

Mortgagor hereby waives notice of election to declare the whole debt due as herein provided, and also the benefit of all stay, valuation, home-stead and appraisal laws.

The covenants and agreements herein contained shall extend to and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto.

Patricia Lee Arce
Patricia Lee Arce

David D. Arce
David D. Arce

Elizabeth E. Shepard
Elizabeth E. Shepard

H. A. Shepard
H. A. Shepard

Frank M. Gardner, III
Frank M. Gardner, III

Myrna Gardner
Myrna Gardner

STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

Before me, the undersigned, a Notary Public, in and for said County and State, on this 24th day of APRIL, 1971, personally appeared FRANK M. GARDNER, III AND MYRNA GARDNER, husband and wife,

to me personally known and known to me to be the identical persons who executed the within and foregoing instrument and acknowledged to me that They executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and official seal the day and year last above written.

My commission expires



Robert Gilmour
Robert Gilmour
Notary Public

W-46

STATE OF Texas

COUNTY OF Tarrant

Before me, the undersigned, a Notary Public, in and for said County and State, on this 27th day of April, 1971, personally appeared Patricia Lee Arce and David D. Arce, her husband,

to me personally known and known to me to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and official seal the day and year last above written.

My Commission expires June 1, 1971
Opal G. Greenslade

Opal G. Greenslade
Fort Worth, Texas Notary Public

W-46

STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

Before me, the undersigned, a Notary Public, in and for said County and State, on this 25th day of April, 1971, personally appeared

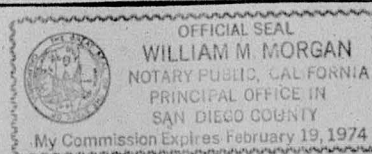
H. A. Shepard and Elizabeth E. Shepard, his wife,

to me personally known and known to me to be the identical persons who executed the within and foregoing instrument and acknowledged to me that They executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and official seal the day and year last above written.

My Commission expires

William M. Morgan
William M. Morgan
Notary Public



Recorded May 4, 1971 at 2:49 P. M.

James B. Breen Register of Deeds