

at the same rate as the mortgage debt and shall be payable on demand of the Mortgagee unless otherwise provided in writing.

(2) That he will keep all improvements now existing or hereafter erected in good repair, and should he fail to do so, the Mortgagee may, at its option, enter upon said premises, make whatever repairs are necessary, including the completion of any construction work underway, and charge the expenses for such repairs or the completion of such construction to the mortgage debt.

(3) That he will pay, when due, all taxes, public assessments and other governmental or municipal charges, fines or other impositions against the mortgaged premises. That he will comply with all governmental and municipal laws and regulations affecting the mortgaged premises.

(4) That he hereby assigns all rents, issues and profits of the mortgaged premises from and after any default hereunder, and agree that, should legal proceedings be instituted pursuant to this instrument, any judge having jurisdiction may, at Chambers or otherwise, appoint a receiver of the mortgaged premises, with full authority to take possession of the mortgaged premises and collect the rents, issues and profits, including a reasonable rental to be fixed by the Court in the event said premises are occupied by the mortgagor, and after deducting all charges and expenses attending such proceeding and the execution of its trust as receiver, shall apply the residue of the rents, issues and profits toward the payment of the debt secured hereby.

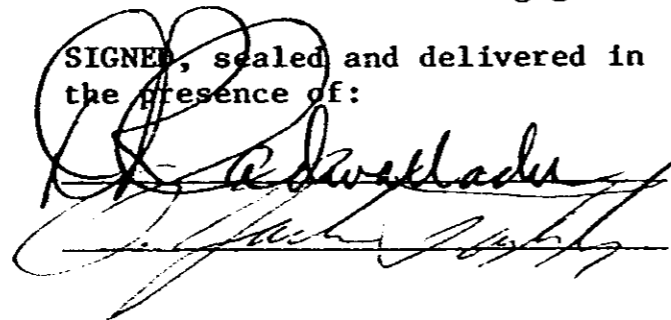
(5) That if there is a default in any of the terms, conditions, or covenants of this mortgage, or of the Loan Agreement dated November 28, 1972, and amended November 30, 1973, secured hereby, then, at the option of the Mortgagee, all sums then owing by the Mortgagor to the Mortgagee shall become immediately due and payable and this mortgage may be foreclosed. Default under either the Loan Agreement dated November 28, 1972, or the Amendment to Loan Agreement dated November 30, 1973, shall constitute default under this mortgage. Should any legal proceedings be instituted for the foreclosure of this mortgage, or should the Mortgagee become a party of any suit involving this Mortgage or the title to the premises described herein, or should the debt secured hereby or any part thereof be placed in the hands of any attorney at law for collection by suit or otherwise, all costs and expenses incurred by the Mortgagee, and a reasonable attorney's fee, shall thereupon become due and payable immediately or on demand, at the option of the Mortgagee, as a part of the debt secured hereby, and may be recovered and collected hereunder.

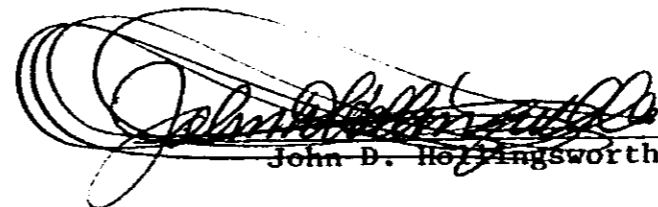
(6) That the Mortgagors shall hold and enjoy the premises above conveyed until there is a default under this mortgage or in the Loan Agreement secured hereby. It is the true meaning of this instrument that if the Mortgagor shall fully perform all the terms, conditions, and covenants of the mortgage, and of the Loan Agreement secured hereby, that then this mortgage shall be utterly null and void; otherwise to remain in full force and virtue.

(7) That the covenants herein contained shall bind, and the benefits and advantages shall insure to, the respective heirs, executors, administrators, successors and assigns, of the parties hereto. Whenever used, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

WITNESS the Mortgagor's hand and seal this 30<sup>th</sup> day of November, 1973.

SIGNED, sealed and delivered in the presence of:



  
John D. Hoffingsworth

(SEAL)