

It is the intent of the parties Mortgagor and Mortgagee and the Mortgagor hereby covenants and agrees that including but not limited to, all chattels, furniture, fixtures, furniture, furnishings, apparatus, restaurant machines, dispensers, and equipment covered by this Mortgage, which shall constitute a first and prior lien thereon, shall at all times be maintained in like quantity and good repair; and whenever any item requires replacement due to normal wear and tear, damage, theft or other removal, then and thereupon a replacement item shall be forthwith obtained and the lien of this mortgage shall attach to such replacement item in like manner as if originally covered. Disposition of items so replaced shall not violate the requirements of this Mortgage, subject to acquisition of a valid prior lien on the replacement item.

TO HAVE AND TO HOLD all and singular the said premises unto the said Southern Bank and Trust Company, its successors and assigns forever.

And the said Jack E. Shaw, Mortgagor, does hereby bind himself and his heirs and assigns to warrant and forever defend all and singular the said premises unto the said Southern Bank and Trust Company, its successors and assigns, from and against himself, his heirs and assigns, and all other persons whomsoever lawfully claiming or to claim the same or any part thereof.

The Mortgagor further covenants with the Mortgagee, its successors or assigns, as follows:

1. To pay said principal sum and interest thereon at the times and in the manner specified in said note and, in case of any foreclosure of this Mortgage begun or completed, the expenses and the maximum sum permitted by law as attorney's fee, which are hereby declared to be a part of the debt hereby secured, and also to pay any other indebtedness that may accrue to the Mortgagee under the terms of this mortgage.

2. To keep protected and in good order, repair and condition at all times the buildings and improvements (including fixtures) now standing or hereafter erected or placed upon the mortgaged premises and any and all appurtenances, apparatus and articles of personal property, including but not limited to chattels, apparatus, restaurant machines, dispensers, furniture,

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