

MORTGAGE OF REAL ESTATE

WALKER, FRANK & CONWELL CO., CHARLOTTE, N. C. 14300-10-13-40

7. That should Mortgagor fail, neglect or refuse to pay within five days from the first day when payable, such taxes, assessments and other levies, charges and encumbrances, with interest costs, penalties, and charges thereon, together with all ground rents, water delivery costs and rates, assessments on water or ditch stock or water rights, and other costs or charges appurtenant to or affecting said property or any part thereof or the full and proper use and enjoyment thereof as provided in Paragraph 4 hereof, or should Mortgagor fail, neglect or refuse to provide, maintain in full force and effect, at Mortgagor's own expense or to deliver promptly to Mortgagee said policy or policies of insurance or to keep and maintain said property in good condition and repair or to effect or cause to be effected such repairs and improvements of said property as Mortgagee may require, or as herein provided, or should Mortgagor fail, neglect or refuse fully to perform any other covenant or agreement upon the part of Mortgagor to be performed hereunder, then in either or any of said events Mortgagee is hereby authorized and empowered, at Mortgagee's option and without notice to Mortgagor or any other person, to pay the whole or any part of said items which Mortgagor is obligated to pay in Paragraph 4 hereof, or any of them together with the interest costs, charges and penalties thereon and expenses in connection therewith, and to provide and maintain in full force and effect said policy or policies of insurance on said property as Mortgagee may require, and to effect or cause to be effected such repairs and improvements and to cause its officers, employees and agents to enter upon, inspect, repair and improve said property, without any liability whatever as for trespass or otherwise, and fully to perform or cause to be performed any other act or thing upon the part of Mortgagor to be performed hereunder and for any of said purposes Mortgagee is hereby authorized and empowered at the option of the Mortgagee and without notice, to expend such sums of money as Mortgagee shall deem to be necessary or proper and to charge the same to Mortgagor's account, and all such sum of money so expended by Mortgagee, together with interest thereon at the rate herein specified per annum from the several dates of expenditure thereof until repaid, shall be secured hereby and shall be repaid by Mortgagor to Mortgagee in lawful money of the United States of America, immediately and without demand, at Mortgagee's Regional Office, in Atlanta, Georgia, or at such other place or places as Mortgagee may designate, unless Mortgagee shall permit such sums of money to be otherwise repaid, in which event the same shall be repaid by Mortgagor to Mortgagee at such time or times, in such amount or amounts, at such place or places, and in such manner as Mortgagee shall, from time to time, determine and require. The Mortgagee shall be subrogated to all rights of the person or persons to whom such payments are made as herein provided.

8. The Mortgagor hereby agrees to pay, all and singular, any costs, charges and expenses, including attorney's fees, reasonably incurred or paid at any time by the Mortgagee, its successor or assigns, in any action at law or equity or special proceedings affecting the mortgaged premises or because of the failure on the part of the Mortgagor, his heirs, executors, administrators or assigns to perform, comply with and abide by each and every stipulation, agreement, condition and covenants of said promissory note and this mortgage, or either, and upon his failure so to do, any sums so expended may be added to the debt hereby secured and the Mortgagee may reimburse itself under this mortgage.

9. It is further covenanted and agreed, that in the event the premises hereby mortgaged, or any part thereof, shall be condemned and taken for public use under power of eminent domain, any and all damages awarded for the taking of, or damages to, said premises, or any part thereof, up to the amount remaining unpaid on the note and mortgage, shall be paid to the mortgagee, its successors or assigns, which is authorized in the name of the Mortgagor to execute valid receipt and acquittance therefor and endorse in the name of Mortgagor any check, draft or instrument given for the payment thereof, to deduct from the award all reasonable expense, including attorney fees and costs incurred on behalf of itself and/or Mortgagor, and to appeal in the name of Mortgagor and/or itself from any award made.

10. All moneys received by Mortgagee or payable to it from insurance policies, condemnation or other awards, sales, leases or releases of part or all of the premises, rents, royalties, income or profits from the premises or otherwise received by Mortgagee, at its option, without notice, and without affecting the liability of anyone for payment of the obligation secured, may be applied by Mortgagee on the indebtedness hereby secured, whether due or not, in such order part or manner as Mortgagee may elect; or at the option of Mortgagee, same, or any part thereof, may be used by Mortgagee or Mortgagor for rebuilding, repairing, renovating, improving, adding to or relocating the buildings now or hereafter situate on the premises or for other purposes.

11. It is further covenanted and agreed, that should any proceedings be commenced for the foreclosure of any second mortgage or other lien affecting the premises covered by this mortgage, the Mortgagee may, at its option, immediately declare its lien and the note which it secures due and payable, and start such proceedings as in its judgment may be necessary to protect its interest in the premises.

12. PROVIDED ALWAYS, NEVERTHELESS, And it is the true intent and meaning of the parties