

AND IT IS FURTHER AGREED, by and between the said parties, that should legal proceedings be instituted for the foreclosure of this mortgage, or should the debt hereby secured be placed in the hands of an attorney at law for collection, by suit or otherwise, that all costs and expenses incurred by the mortgagee, its successors or assigns, including a reasonable counsel fee (of not less than ten per cent 10% of the amount involved) shall thereupon become due and payable as a part of the debt secured hereby, and may be recovered and collected hereunder.

PROVIDED, ALWAYS, and it is the true intent and meaning of the parties to these Presents, that when the said Mortgagors, their executors or administrators shall pay, or cause to be paid unto the said Mortgagee, its certain attorneys, successors or assigns, the said debt, with the interest thereon, if any shall be due, and also all sums of money paid by the said Mortgagee its successors or assigns, according to the conditions and agreements of the said note and mortgage, and the conditions thereunder written, then this Mortgage shall cease, determine and be void, otherwise it shall remain in full force and virtue.

AND IT IS LASTLY AGREED, by and between the said parties, that the said Mortgagor is to hold and enjoy the said premises until default of payment shall be made.

WITNESS our Hand and Seal, this 10th day of June, in the year of our Lord, one thousand nine hundred and eighty two and in the two hundred and sixth year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED

IN THE PRESENCE OF:

John L. Mauldin
Pam Staray

Billy Ray Upton (SEAL)
BILLY RAY UPTON
Brenda M Upton (SEAL)
BRENDA M. UPTON

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