(C) at its option, to foreclose this mortgage by judicial proceeding or in any mode prescribed by statute.

J.A.N.
N.C.N.

SHELL shall not be required to give notice to MORTGAGOR of its exercise of any of the foregoing options. MORTGAGOR hereby waives all rights to possession of said premises after any such default as aforesaid, and also the benefit of all valuation, appraisement, stay and exemption laws.

8. In the event any proceeding should be instituted to foreclose this Mortgage, SHELL shall be entitled to the appointment of a receiver for said premises during the pendency of such proceeding, without regard to proof of insolvency, or commission of waste or inadequacy of SHELL'S security, to take possession of said premises, collect the rents, issues and profits therefrom, and apply the same to the payment of the indebtedness secured hereby.

9. In the event any proceeding should be instituted to foreclose this Mortgage, MORTGAGOR shall pay to SHELL a reasonable attorney's fee in an amount equal to ten per cent (10%) of the then unpaid balance of MORTGAGOR'S indebtedness secured hereby, and all court costs and other expenses incurred by SHELL in such proceeding; and all such sums shall be added to the indebtedness secured hereby and included in any decree of foreclosure.

10. SHELL'S waiver of any right or rights accruing to it by reason of any default by MORTGAGOR in the performance of any of the covenants or conditions of this Mortgage shall not be construed to be a waiver of any other rights accruing to SHELL by reason of such default or a waiver of any rights accruing to it by reason of any other default by MORTGAGOR in the performance of the same or any other covenant or condition of this Mortgage; nor shall SHELL'S rights hereunder be in any way affected by any forbearance or course of dealing. The invalidity or unenforceability, under the laws of this state, of any particular covenant or condition of this Mortgage shall not prejudice or affect the validity or enforceability of this Mortgage or of any other covenant or condition hereof.

11. All of the covenants and conditions of this Mortgage shall be construed to be covenants running with the land, and shall be binding upon the heirs, representatives, successors and assigns of MORTGAGOR, and shall inure to the benefit of the successors and assigns of SHELL.

IN WITNESS WHEREOF, MORTGAGOR has signed and sealed this instrument on the day and year first herein written.

J. A. Nickles (SEAL)

Billie C. Nickles (SEAL)

(SEAL)

(SEAL)

SIGNED, SEALED AND DELIVERED
BY MORTGAGOR IN THE PRESENCE OF:

Debbie Lee Simpson

Coleman Lee Simpson