

before or after maturity, to pay a reasonable attorney's fee, which shall be equal to not less than ten per centum of the amount so collected. VOL 382 PAGE 379

And the Mortgagor further covenants and agrees that no failure of the Mortgagee to exercise any option to declare the maturity of the debt hereby secured under the foregoing conditions shall be taken or deemed as a waiver of any right to exercise such option or declare such forfeiture, either as to any past, present or future default on the part of the Mortgagor, nor shall any default as to the procurement of the insurance or payment of the taxes by the Mortgagee, as hereinabove provided, be taken or deemed as a waiver of the right to declare the maturity of the indebtedness hereby secured, by reason of the failure of the Mortgagor to procure such insurance or pay such taxes.

And the Mortgagor further covenants and agrees that if any part of the aforesaid principal or interest shall not be paid when the same shall be due, or if any part of the security for the aforesaid debt shall be lost or destroyed or the value thereof impaired, weakened or diminished, or if he shall fail to pay all taxes and assessments on said premises or shall fail to insure the buildings thereon and to keep the same adequately insured and to pay the premiums therefor, as herein required, or if he shall fail to keep and perform any of the covenants of this mortgage and of the note hereby secured, then the entire amount of the indebtedness hereby secured, at that time unpaid, shall, at the option of the Mortgagee, immediately become and be due, payable and collectible at once, anything hereinbefore or in said note contained to the contrary notwithstanding, such option to be exercised without notice.

And, in order to further secure the payment of the said debt and the performance of all the terms, conditions and covenants of said note and of this mortgage, the Mortgagor does hereby assign, set over, transfer and pledge unto the Mortgagee and its successors and assigns, all the crops, incomes, rents, issues and profits on, of or from the premises hereinbefore described, at the time of any default hereunder and thereafter; and the Mortgagor hereby agrees that, upon or subsequent to the commencement of an action to foreclose this mortgage, the Mortgagee, its successors or assigns, shall have the right to procure the appointment of a receiver to take possession and control of said premises and receive and dispose of said crops, incomes, rents, issues and profits under the order and direction of the Court.

PROVIDED ALWAYS NEVERTHELESS, and it is the true intent and meaning of the parties to these presents that if the said Mortgagor does and shall well and truly pay or cause to be paid unto the said Mortgagee, its successors or assigns, the aforesaid debt with interest, costs, expenses, disbursements and attorney's fees, as aforesaid, and shall fully and faithfully keep and perform the covenants of this mortgage, and the note hereby secured, then this deed of bargain and sale shall cease and be void; otherwise, it shall remain in full force and authority.

And the Mortgagor further covenants and agrees that all rights and powers herein conferred are cumulative of all other rights and remedies allowed by law.

And each and every subscriber hereto does hereby agree that words herein importing the singular number shall be construed as to include the plural number and words herein importing the masculine gender shall be so construed as to include the feminine and neuter genders whenever such construction is necessary or proper to give full effect to the provisions of this mortgage.

IN WITNESS WHEREOF, the Mortgagor has hereinafter set his hand and seal the

first day of March, A. D. 19 48.

Signed, sealed and delivered in the presence of:

Betty B. Smith
Patrick C. Grant

Perry J. Thompson (SEAL)
Louis B. Thompson (SEAL)