

collection, or be collected by legal proceeding, the further sum of ten per centum on the amount then due shall be paid by the mortgagor or the person or persons claiming through or under the mortgagor, for attorney's commissions and also in addition thereto, there shall be paid a reasonable counsel fee, all of which shall stand secured by this mortgage and may be recovered in any suit or action hereupon or hereunder.

And it is covenanted and agreed that at all times during the continuance of this mortgage, the Mortgagor shall perform all of the terms and conditions imposed upon it by virtue of all leases entered into by it for the use of the premises covered by this mortgage. In the event of default by the Mortgagor of this covenant, the Mortgagee shall have the right, but not the obligation, to perform such acts and advance such sums of money as may be necessary to cure such default. Any such sums of money so paid shall immediately become due and payable by the Mortgagor and failure to promptly pay the same shall be deemed a default of this mortgage.

And it is further covenanted and agreed that the Mortgagor, its successors and assigns, shall furnish to JEFFERSON STANDARD LIFE INSURANCE COMPANY, within 120 days of the end of each fiscal year during the term of this loan, (a) an Independent Certified Public Accountant's annual audited balance sheet and operating statement on the property described in this Mortgage, (b) copy of the financial statements required to be furnished Mortgagor by Meyers-Arnold Company under Article 3 of Mortgagor's lease (dated June 30, 1966) with Meyers-Arnold Company, and (c) an Independent Certified Public Accountant's statement of the rental income received by Mortgagor for such fiscal year, or any fractional part of such year, from leases to be executed by and between the Mortgagor and Winn-Dixie Greenville, Inc., Humble Oil & Refining Company and persons occupying any portion of the 3000 square feet adjacent to the Winn-Dixie Greenville, Inc. store. The financial statements required under clause (b) and clause (c) shall be used as the basis for calculating the additional interest the Jefferson Standard Life Insurance Company shall receive annually from the borrower, its successors or assigns, as provided by the terms and conditions of the Note of even date herewith. The financial statements referred to in clause (a) and clause (b) hereof need not be furnished for any fractional year at the beginning of the loan (that is, that period of time between the date on which the loan hereby secured closes and the following January 31). For such fractional year, JEFFERSON STANDARD LIFE INSURANCE COMPANY'S additional interest shall be equal to 20% of the overage rents (that is, the rents paid over and above the minimum guaranteed annual rent) paid by Meyers-Arnold Company under the said lease times a fraction having as its numerator the number of days in such fractional year and 365 as its denominator. An Independent Certified Public Accountant shall certify to JEFFERSON STANDARD LIFE INSURANCE COMPANY the amount of overage rent paid by Meyers-Arnold Company during the preceding year. For any fractional year occurring at the end of the loan (that is, that period of time between January 31 of the year in which the loan hereby secured is liquidated and the date of such liquidation), the previous year's financial statements will be used to calculate JEFFERSON STANDARD LIFE INSURANCE COMPANY'S additional interest, with such additional interest being equal to the additional interest received in the previous fiscal year times a fraction having as its numerator the number of days in such fractional year and 365 as its denominator.

And it is further covenanted and agreed that upon default in the payment of any of the indebtedness secured hereby, or any part thereof, or any part of the interest thereon, or upon any failure of the mortgagor to keep and perform all of the covenants and conditions hereof, that then the mortgagee or its successors or assigns may enter and possess said premises, and shall have, demand, collect, receive and receipt for the rents, income and profit of the same and apply the net residue thereof, after deducting all expenses to the payment of said debts; and the entire rents, income and profits accruing from or issuing out of said mortgaged premises, and until