

be separately enforceable according to their terms. The Mortgagee may institute separate proceedings with respect to each note or mortgage, simultaneously or in such order and at such times as the Mortgagee may elect. The pendency of any proceedings with respect to either note or mortgage shall not be grounds for the abatement or for hindering, delaying or preventing any proceedings with respect to Note B or mortgage. Default under each note or mortgage shall constitute a separate cause of action, and the institution of proceedings upon one, but not both, shall not be construed as a splitting of a cause of action by the Mortgagee.

11. If so requested by Mortgagee, in addition to the other payments provided for herein, Mortgagor will pay to Mortgagee on the first day of each month until the note is fully paid a sum equal to the premiums that will next become due and payable on policies of fire and other hazard insurance covering the property covered by this mortgage, plus taxes and assessments next due on the premises covered hereby (all as estimated by the Mortgagee) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such premiums, taxes and assessment will become delinquent, such sums to be held by the Mortgagee to pay said premiums, taxes and special assessments before the same become delinquent. If the total of payments shall exceed the amount of payments actually made by the Mortgagee for taxes, assessments and insurance premiums, such excess shall be credited by Mortgagee on subsequent payments to be made hereunder. If, however, the total of such payments shall not be sufficient to pay the taxes, assessments and insurance premiums, as the case may be, when the same shall become due and payable, then the Mortgagor shall pay to the Mortgagee any amount necessary to make up the deficiency, on or before the date when payment of such taxes, assessments or insurance premiums shall be due. If there shall be a default under any of the provisions of the mortgage resulting in a public sale of the premises covered hereby, or if the property is otherwise acquired after default, the Mortgagee shall apply, at the time of the commencement of such proceedings or at the time the property is otherwise acquired, the balance then remaining in the fund accumulated for the payment of insurance premiums, taxes and assessments as a credit against the principal remaining unpaid under the note secured hereby. Notwithstanding the payment of insurance premiums by the Mortgagee such holder shall never be liable for any loss sustained by reason of lapse of an insurance policy or any failure to maintain in force adequate insurance on such property. Notwithstanding anything contained in this mortgage to the contrary, the requirement that Mortgagor make the aforesaid deposits shall be waived so long as there is no event of default and so long as Southeastern Freight Lines has title to and control of the Premises.

12. The mortgagee shall have the right to collect a late charge not to exceed three (3%) percent of each total monthly payment, as described in the note secured hereby, more than fifteen (15) days past due to cover the extra expense involved in handling delinquent payments, provided, however, that in no event shall the Mortgagee collect or have the right to collect an amount under this provision that would cause the interest rate of the note secured hereby to be greater than the maximum interest rate allowed by law.

13. Mortgagee shall have the right from time to time to sue for any sums, whether interest, principal or any installment of either or both, taxes, penalties, or any other sums required to be paid under the terms of this mortgage, as the sums become due, without regard to whether or not all of the