

premises unto the said Mortgagee, its successors and assigns, from and against Mortgagors and their heirs and assigns and all other persons lawfully claiming, or to claim the same or any part thereof.

PROVIDED, ALWAYS, NEVERTHELESS, and it is the true intention and meaning of the parties to these presents, that if the said Mortgagors do, and shall, well and truly pay, or cause to be paid, unto the said Mortgagee, or its order, the said debt or sum of money aforesaid, with the interest thereon, if any shall be due, according to the conditions and agreements of the said Note and provided further that if Mortgagors shall observe and perform the terms, covenants and conditions herein contained according to the true intention and meaning thereof, then this Deed of Bargain and Sale shall cease, determine and be utterly null and void; otherwise it shall remain in full force and virtue.

AND IT IS COVENANTED AND AGREED BY AND BETWEEN THE SAID PARTIES AS FOLLOWS:

1. Mortgagors will comply with all provisions hereof and of the Note secured hereby and Mortgagors will pay Mortgagee said sum of money and interest thereon, if any, payable by virtue of said Note in accordance with the terms and provisions thereof.

2. That in case the said debt, or any part thereof, is established by or under an action for foreclosure or of debt on the Note or in case of collection by an attorney, that the said Mortgagee in addition to the said debt, or so much thereof as is unpaid, shall also recover of the said Mortgagors a reasonable fee to the Attorney of the said Mortgagee for his services in said action, not to exceed ten percent (10%) of the amount unpaid and decreed to be payable - such fee to be incorporated in the judgment in said action and to be secured thereby.

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