

the mortgaged premises as additional security for this loan, and agree that any Judge of jurisdiction may, at chambers or otherwise, appoint a receiver of the mortgaged premises, with full authority to take possession of the premises, and collect the rents and profits and apply the net proceeds (after paying the costs of receivership) upon said debt, interest, costs, and expenses, without liability to account for any more than the rents and profits actually received. Annually, Mortgagors and the Lessees on the premises shall submit to Mortgagee current personal financial statements, upon request of Mortgagee.

PROVIDED, ALWAYS, nevertheless, and it is the true intent and meaning of the parties to these Presents, that if it and we, the said Mortgagors, do and shall well and truly pay or cause to be paid unto the said Mortgagee the debt or sum of money aforesaid with interest thereon, if any be due according to the true intent and meaning of the said note, and any and all other sums which may become due and payable hereunder, the estate hereby granted shall cease, determine and be utterly null and void; otherwise to remain in full force and virtue.

AND IT IS AGREED by and between the said parties that said Mortgagors shall be entitled to hold and enjoy the said Premises until default shall be made as herein provided.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, the use of any gender shall be applicable to all genders, and the term "Mortgagee" shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

WITNESS our hands and seals this 3rd day of November, 1980.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Maggie Fullbright
Edward Wehrhahn

PIEDMONT DEVELOPMENT CO.

BY: Stu Chyl L.S.
STEVEN C. NIGH, Partner

David E. Weaver L.S.
DAVID E. WEAVER, Partner

Stu Chyl L.S.
STEVEN C. NIGH, individually

Jean Ann Nigh L.S.
JEAN ANN NIGH, individually

David E. Weaver L.S.
DAVID E. WEAVER, individually

Linda U. Weaver L.S.
LINDA U. WEAVER, individually

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