

between the said parties, that upon default being made in the payment of principal or interest or any part or installment thereof as stipulated in the said note, or in the payment of the insurance premiums, or of the taxes, or of the assessments hereinabove mentioned, when the same shall severally become payable and, as to the last three items, upon such default continuing for the space of ten days after notice from the mortgagee, his executors, administrators or assigns, or (in the case of payment by the mortgagee as herein allowed) upon the mortgagor's failing for a like period to make good such default by repayment--then the entire amount of the debt secured or intended to be secured hereby shall become due at the option of the said mortgagee, Jack M. Goldberg, his executors, administrators or assigns, although the period for the payment thereof may not then have expired. And it is agreed by and between the said parties that should legal proceedings be instituted for the collection of the debt secured hereby, then and in that event the said mortgagee, his executors, administrators or assigns, shall have the right to have a receiver appointed of the rents and profits of the above described premises, who, after deducting all charges and expenses attending such proceedings and the execution of the said trust as receiver, shall apply the residue of the said rents and profits towards the payment of the debt secured hereby. And it is further agreed by and between the said parties, that should legal proceedings be instituted for the foreclosure of this mortgage or for any purpose involving this mortgage, or should the debt hereby secured be placed in the hands of an attorney at law for collection by suit or otherwise, that all costs and expenses incurred by the mortgagee, his heirs, executors, administrators or assigns, including a reasonable counsel fee (of not less than 10% of the amount involved), shall thereupon become due and payable as a part of the debt secured hereby, and may be recovered and collected hereunder. Provided always, and it is the true intent and meaning of the parties to these presents, that if the said MRS. CECILE C. NEVES, formerly Richey, or her heirs, executors or administrators shall pay or cause to be paid unto the said JACK M. GOLDBERG, his executors, administrators or assigns, the said debt with all interest thereon, if any shall be due, and also all sums of money paid by the said mortgagee, his executors, administrators or assigns, according to the conditions and terms of said note and of this mortgage, then this deed of bargain and sale shall cease, determine, and be void, otherwise it shall remain in full force and virtue.

And it is lastly agreed, by and between the said parties, that the said mortgagor, is to hold and enjoy said premises until default of payment shall be made.

WITNESS MY HAND AND SEAL, this the 10th day of September, 1948.

Signed, sealed and delivered
in the presence of:

Mrs. Cecile C. Neves (SEAL)

E. T. Bradley

Floy A. Bradley
Notary Public, Georgia, State at Large,
My Commission Expires Mar. 25, 1951.

PROBATE

State of Georgia,
County of Fulton

Personally appeared before me, E. T. Bradley, and made oath that he was the within named MRS. CECILE C. NEVES, formerly Cecile C. Richey, sign, seal and as her act and deed, deliver the within deed of bargain and sale or mortgage, for the uses and purposes herein mentioned, and that he, with Floy A. Bradley, witnesses the execution thereof.

Done to before me, this the
10th day of September, 1948:

E. T. Bradley

Floy A. Bradley (L.S.)
Notary Public, Georgia, State at Large,
My Commission Expires Mar. 25, 1951.

Recorded September 11th, 1948 at
10:00 A. M. #20059