

The parties of the first part agree that all expenses paid or incurred by the holder or holders of the note hereby secured, or of any participation therein, including reasonable counsel fees incident to the protection, preservation or collection of the note or collateral securing same, or the foreclosure of this deed of trust by suit or otherwise shall be added to and become a part of the indebtedness secured hereby and bear interest at the same rate.

The holder of the evidence of the indebtedness secured hereby, shall have the right, in its discretion and without the giving of any notice, to remove at any time the trustee or trustees named herein, and it is hereby authorized and empowered to appoint a successor or successors in trust by written instrument executed by it and duly recorded, and such successor or successors in trust appointed hereunder shall become vested with identically the same title to said premises and the same rights and powers, subject to the same duties, as the trustee named hereunder.

WITNESS the hands and seals of the parties of the first part this the day, month and year first above written.

*R. Heyward Ballard* (SEAL)  
 R. Heyward Ballard  
*Norma D. Ballard* (SEAL)  
 Norma D. Ballard  
*H. Grady Ballard* (SEAL)  
 H. Grady Ballard  
*Mary D. Ballard* (SEAL)  
 Mary D. Ballard  
*A. J. Ballard* (SEAL)  
 A. J. Ballard  
*Sarah P. Ballard* (SEAL)  
 Sarah P. Ballard

BALLARD CONCRETE CO.  
 By *R. Heyward Ballard Partner* (SEAL)  
 R. Heyward Ballard, Partner  
 By *H. Grady Ballard Partner* (SEAL)  
 H. Grady Ballard, Partner  
 By *A. J. Ballard Partner* (SEAL)  
 A. J. Ballard, Partner

In the presence of:

*Jm Wells*  
*Mary M. Cymes*