

IT IS understood and agreed that at the option of the lender any default under this instrument or a default under any other instrument (s) executed by borrowers to lender shall be considered a default under all instruments given by borrowers to lender as security for any indebtedness, now or heretofore or hereafter incurred, and shall constitute a default under the terms of any and all such instruments (s) and shall subject such instrument (s) to immediate foreclosure and sale.

Together with all and singular rights, hereditaments and appurtenances to the said premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD ALL and singular the said premises unto the said FOX Cooperative Service, Inc., its successors and assigns, forever. And I do hereby bind myself and my heirs, executors and administrators, to warrant and forever defend all and singular the title to said premises unto the said FOX Cooperative Service, Inc., its successors and assigns, and all persons whomever lawfully claiming, or to claim the same, or any part thereof.

AND IT IS AGREED, That said Mortgagor, his heirs and assigns, shall pay promptly all taxes assessed and chargeable against the aforesaid property, and in default thereof, that the holder of this mortgage may pay the same, whereupon the obligation secured by this mortgage shall immediately become due and payable, if the Mortgagee shall so elect.

PROVIDED ALWAYS, NEVERTHELESS, and it is the true intent and meaning of the parties to these presents, that if I, the said Jack Ayers & Louise G. Ayers do and shall well and truly pay, or cause to be paid unto the said FOX Cooperative Service, Inc., the aforesaid Note, according to the true intent and meaning of the said Note and conditions therein written, then this deed of bargain and sale shall cease, determine and be utterly null and void. And the said Mortgagor doth hereby assign, set over and transfer to the said Mortgagee, its successors and assigns, all of the issues and profits of the said mortgaged premises, accruing and falling due from and after the service of a summons issued in an action to foreclose this mortgage after default in the conditions thereof.

AND IT IS AGREED BY and between the parties, that in the case of foreclosure of this mortgage, by suit or otherwise, the Mortgagee shall recover of the Mortgagor a reasonable sum as attorney's fee, which be secured by this mortgage and shall be included in the judgment of foreclosure.

WITNESS MY HAND AND SEAL, this December 20, 1960

SIGNED, SEALED AND DELIVERED

Jack Ayers (SEAL)

IN THE PRESENCE OF

Louise G. Ayers (SEAL)

Johnnie A. Williams
M.R. Eubank



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