

7. If the Mortgagor shall at any time hereinafter make default in the covenants to be kept by him, or neglect for a period of thirty days to pay the interest and principal payments, or any taxes or assessments, the principal of said note secured hereby, together with interest due thereon, together with all other sums paid by said Mortgagee for and on behalf of said Mortgagor, shall at once become due and payable without demand or notice of any kind, at the option of Mortgagee.

8. In case of any breach by Mortgagor of any of the covenants or conditions of this mortgage, or in the note hereby secured, the Mortgagee shall have the power to take any appropriate proceedings for the enforcement of its rights herein, either by foreclosure or otherwise, and all the covenants and conditions and provisions herein contained may be imposed and specifically enforced by any court of competent jurisdiction upon the filing of any action or suit, and such court may appoint a receiver or receivers for the lands and appurtenances hereby mortgaged, and the income, rents, issues and profits thereof, pending such proceedings, with such power as the court may confer.

9. That this mortgage shall extend to and secure future advances from Mortgagee to Mortgagor, provided, that the total indebtedness to be secured hereby shall not exceed the original amount of the accompanying note and this mortgage, nor shall the maturity of any such future advances be later than the final maturity date of the original debt secured hereby.

10. That in case the debts secured by this mortgage, or any part thereof, is collected by suit or action, or this mortgage be foreclosed, or placed in the hands of an attorney for collection, suit, action or foreclosure, or in case of any other proceeding to which Mortgagee is made a party, or in case of bankruptcy of Mortgagor or assignment by Mortgagor for the benefit of creditors, said Mortgagor shall be chargeable with all costs of collection, including a reasonable attorney's fee, all of which are hereby secured, and may be recovered in any suit or action hereunder.

11. That any and all awards heretofore made and hereafter to be made by any municipal, county, state or federal authorities to the present and all subsequent owners of the premises covered by this mortgage, including any award or awards, whether for a taking of title to, possession of, or any interest in, the said premises or any part thereof and any award or awards received for damages sustained by the said premises or any part thereof or for any change or changes of grade of streets affecting said premises, are hereby assigned to the Mortgagee; and Mortgagee, at its option, is hereby authorized, directed and empowered to collect and receive the proceeds of any such award or awards from the authorities making the same and to give proper receipts and acquittances therefor, and to apply the same towards the payment of the amount owing on account of the debt, notwithstanding the fact that the amount owing on account of the debt may not be then due and payable, and the Mortgagor hereby covenants and agrees to and with said Mortgagee upon request, to make, execute and deliver any and all assignments and other instruments sufficient for the purpose of assigning the aforesaid award or awards to the said Mortgagee, free, clear and discharged of any and all encumbrances of any kind or nature whatsoever.

If Mortgagor shall well and truly pay said note and installments of interest as the same shall become due and shall keep and perform all of the covenants and conditions hereof, then this mortgage shall be utterly null and void; otherwise to remain in full force and virtue. The Mortgagor shall hold and enjoy the premises until there is a default under this mortgage or the note secured hereby.

Whenever used the singular number shall include the plural, the plural the singular, any gender shall include all genders, Mortgagee shall include successors and assigns, and Mortgagor shall include heirs, personal representatives, successors and assigns, whose obligations and liabilities shall be joint and several.

WITNESS my hand and seal this 1st day of November, 1963

Signed, sealed and delivered in the presence of:

James D. Curry (SEAL)

O. Doyle Martin
O. Doyle Martin (SEAL)

Robert F. Plaxco, Jr.
Robert F. Plaxco, Jr. (SEAL)