

together with all appurtenances thereto belonging or in anywise appertaining, and all right, title and interest of Mortgagors in and to any and all roads, streets, alleys and ways bounding the said premises.

TO HAVE AND TO HOLD the same, together with the hereditaments and appurtenances thereto belonging or in anywise appertaining, to Mortgagee, its successors and assigns, forever.

Mortgagors, for themselves, their heirs, executors, administrators and personal representatives, do hereby covenant with Mortgagee, its successors and assigns, as follows: That they are lawfully seized of said premises and have good right and authority to sell and convey the same; that the same are free and clear of all liens and encumbrances, excepting a Lease and Assignment of Rents dated of even date herewith, covering said premises, executed by Mortgagors to Mortgagee (herein called "said Lease"), reference to which is here made for all purposes; that Mortgagee, its successors and assigns, shall quietly enjoy and possess the same and that Mortgagors will warrant and defend the title to the same against all lawful claims except said Lease.

PROVIDED, NEVERTHELESS, that (a) if Mortgagors shall pay to Mortgagee, its successors and assigns, at the time and in the manner provided, all sums to be paid under Sub-Lease Agreement of even date herewith, executed by Mortgagee herein, as lessor, to Mortgagors herein, as lessee, covering the premises hereinabove

described, providing for rental payments for the original term aggregating the sum of Twenty One Thousand Six Hundred Thirty Two and 40/100-- Dollars (\$ 21,632.40) payable in monthly installments of One Hundred Eighty and 27/100----- Dollars (\$ 180.27) each, beginning on the first day of September, 19 68, plus interest on past due rentals as therein

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provided (herein called "said Sub-Lease"); and (b) in the event, but only in the event, that Mortgagee purchases the Promissory Note (herein called "said Note") referred to in the Assignment of Rents portion of said Lease (the face amount of said Note aggregating \$ 21,153.60, including principal and interest) if Mortgagors shall pay to Mortgagee, at the time and in the manner provided in said Note, all sums owing on said Note; and (c) if Mortgagors shall fully keep and perform all of the covenants, agreements and obligations on the part of Mortgagors to be kept and performed under said Sub-Lease, then this Mortgage to be null and void, and to be released at Mortgagors' expense, otherwise, to remain in full force and effect.

In the event Mortgagee purchases said Note, then and thereupon, but effective as of the date hereof, this Mortgage shall secure the payment of all sums owing or to be owing on said Note, in addition to securing the payment of all sums to be paid under said Sub-Lease, it being agreed that this Mortgage shall not constitute security for the payment of said Note so long as said Note is held by the bank named herein as payee, but shall secure the payment of said Note only in the event said Note is purchased by Mortgagee.

In case of default in any of the foregoing covenants and agreements, or in case of default in the payment by Mortgagors to Mortgagee of any sum the payment of which is secured hereby, Mortgagors hereby authorize and empower Mortgagee, its successors and assigns, to foreclose this mortgage by judicial proceedings, or to sell said premises at public auction, and convey the same to the purchaser in fee simple, in accordance with the statutes of the State in which the aforesaid premises are situated, and out of the moneys arising from such sale to retain all sums secured hereby, with interest and all legal costs and charges of such foreclosure and the maximum attorneys' fees permitted by law, which costs, charges and fees Mortgagors agree to pay, remitting the surplus, if any, to Mortgagors.

No security now held, or in the future to be held, for the payment of any of the indebtedness hereby secured shall be in any way affected, lessened or diminished by the execution of this instrument. All rights, titles, liens or equities held under and by virtue of this mortgage or by other instruments in law or in equity shall be considered as cumulative and not exclusive. Mortgagee shall have the right to proceed under any of the rights held by it without affecting any other right, and election to proceed upon one right or remedy shall not affect any other right or remedy, but Mortgagee shall have the right to exhaust all rights and remedies, jointly or separately, until all indebtedness owing hereunder has been fully paid.

IN TESTIMONY WHEREOF, the said Mortgagors have hereunto set their hands and seals as of the day and year first above written.

WITNESSES:

Antal C. Jeter

Le Harlan Griffin

James R. Trammell (Seal)

Mildred L. Trammell (Seal)

(Seal)