

the same to be insured as above provided and be reimbursed for the premium and expense of such insurance under this mortgage. Upon failure of the mortgagor to pay any insurance premium or any taxes or other public assessment, or any part thereof, the Mortgagee may, at its option, declare the full amount of this mortgage due and payable.

PROVIDED, ALWAYS, NEVERTHELESS, and it is the true intent and meaning of the parties to these presents, that if the said Mortgagor does and shall well and truly pay, or cause to be paid unto the said Mortgagee the said debt or sum of money aforesaid, with interest thereon, if any shall be due, according to the true intent and meaning of the said agreement, then this deed of bargain and sale shall cease, determine, and be utterly null and void; otherwise to remain in full force and virtue.

AND IT IS AGREED, by and between the said parties, that the Mortgagor is to hold and enjoy the said premises until default of payment shall be made.

This mortgage is given to secure the payment of the sum set forth above which is due YEARGIN CONSTRUCTION COMPANY by McALISTER DEVELOPMENT COMPANY, said sum being due under the contract entered into by and between McALISTER DEVELOPMENT COMPANY, as Owner, and YEARGIN CONSTRUCTION COMPANY, as Contractor, for the construction of McAlister Square Shopping Center, said contract being dated May 5, 1967. Said sum shall be due and payable as more fully set forth in the agreement of even date herewith, entered into by and between McALISTER DEVELOPMENT COMPANY AND YEARGIN CONSTRUCTION COMPANY, which agreement by reference has been incorporated herewith and made a part hereof. Any default under the terms of said Agreement shall be a default under this mortgage.

Simultaneously with the execution of this mortgage and the agreement referred to above, the Mortgagor herein has placed into the hands of Harry R. Stephenson, Jr., Attorney, a deed to each of the two parcels of land covered by this mortgage, conveying the property to YEARGIN CONSTRUCTION COMPANY, said deeds to be held in trust by the said attorney, all as more fully provided in the referenced agreement. In the event of default under the terms of said agreement, the said Attorney shall promptly deliver the two deeds to the Mortgagee in lieu of foreclosure.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, the said Mortgagor has caused its corporate seal to be hereunto affixed and these presents to be subscribed by its duly authorized officers on this the 29th day of October, 1968.

Signed, Sealed and Delivered
in the Presence of:

Eunice D. Shelton
Harry R. Stephenson, Jr.

THE McALISTER CORP. (LS)

By Edward W. Gifford
President

And John W. Norwood III
~~Assistant~~ Secretary