

ALSO: All of the fixtures, equipment, carpets, partitions and the heating and air conditioning units located in or on the above-described premises.

As additional interest, the borrower will annually pay the noteholder 10% of all gross revenue in excess of \$33,000.00 per year as determined in the annual audited financial statements. Gross revenue will include parking rentals, if any. If any rental income is derived from leases on which the tenants pay any of the expenses, the gross income will be adjusted as outlined below and the adjusted gross income will be used to compute any additional interest that will be payable. For each square foot of leased space on which the tenant pays any portion of the expenses, the actual gross income will be adjusted upward on the following schedule:

Expenses Paid by Tenant	Per Sq. Ft. Adjustment
Real Estate Taxes	\$.35
Hazard Insurance	.03
Interior Maintenance	.08
Cleaning Services	.40
Utilities	.35

However, in no event will this additional interest together with the per annum interest of 8% exceed a maximum interest rate of 11 3/4% per annum.

The mortgagor agrees that there shall be added to each monthly payment required hereunder or under the evidence of debt secured hereby, at mortgagee's option, an amount estimated by the Mortgagee to be sufficient to enable the mortgagee to pay as they become due all taxes, fire insurance premiums, business interruption insurance premiums, assessments, and similar charges upon the premises subject thereto; any deficiency because of the insufficiency of such additional payments shall be forthwith deposited by the Mortgagor with the Mortgagee upon demand by the Mortgagee. Any default under the paragraph shall be deemed a default in payment of taxes, assessments or similar charges hereunder.

TOGETHER with all and singular the rights, members, 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 Southern Bank and Trust Company its successors and assigns forever. And it do hereby bind its ~~NEW BRANCH~~ ^{SUCCESSORS} administrators and assigns, to warrant and forever defend all and singular the said premises unto the said Southern Bank and Trust Company its successors and assigns from and against its ~~XXXXXXXXXX~~ ^{SUCCESSORS} administrators and assigns and all others whomsoever lawfully claiming or to claim the same or any part thereof and its ~~NEW BRANCH~~ ^{SUCCESSORS} administrators and assigns covenant with the mortgagee, its successors and assigns that at and until the sealing of these presents I was well seized of the above described premises as a good and indefeasible estate in fee simple and have good right to sell and encumber and convey the same, and that the same are free from all encumbrances and liens whatsoever.

AND IT IS AGREED BY AND BETWEEN THE SAID PARTIES:

1. The mortgagor will pay said Note or obligation as herein and in said Note or obligation provided and agrees that all overdue interest and past due principal shall draw interest at the rate of ~~SIX PERCENT~~ ^{eight (8%)} per cent per annum.
2. Before they become delinquent, the mortgagor will pay all taxes, assessments and charges of every character which are now due or which may hereafter become liens on said premises, including all taxes assessed in the State in which the mortgaged premises are situated against the mortgagee or its assigns on this instrument or the sum hereby secured or evidenced by said Note, provided the amount of such latter taxes with the interest in the sum hereby secured does not exceed the maximum permitted by law, but if it does, the excess is to be paid by the mortgagee, and will immediately deliver to the mortgagee, its successors or assigns, at its office, receipts of the proper officers therefor, and if not paid the mortgagee may pay such taxes, assessments and charges (of which payment, amount and validity thereof the receipt of the proper officer shall be conclusive evidence) and any amount so paid shall be due and payable immediately or on demand at the option of the mortgagee with interest at six (6%) per cent per annum and shall be secured by this instrument.
3. The mortgagor will keep the buildings on said premises insured against loss by fire and tornado in companies and amounts satisfactory to and with loss made payable to the mortgagee and deliver the policies marked "Paid" to the mortgagee and renewals thereof at least seven days before the expiration of the old policies. In default thereof, the mortgagee may effect such insurance and the amount so paid shall be due and payable immediately or on demand at the option of the mortgagee, with interest at six (6%) per cent per annum and shall be secured by this instrument. At the option of the mortgagee, the proceeds of loss under any policy whether endorsed payable to the mortgagee or not, may be applied in payment of the principal, interest or any other sum secured by this instrument whether due or not; or to the restoration or replacement of any building on said premises without in any way affecting the lien of this instrument or the obligation of the mortgagor or any other person for payment or the indebtedness hereby secured, whether such mortgagor be the then owner of said premises or not.
4. Such expenses and fees as may be incurred in the protection of said premises and the maintenance of the lien of this instrument, including the fees of any attorney employed by the mortgagee in any litigation or proceeding affecting said premises, shall be paid by the mortgagor and secured by this instrument. And it is further agreed that in case the debt secured by this mortgage or any part thereof is collected by suit or action, or this mortgage be foreclosed, or put into the hands of an attorney for collection, suit, action or foreclosure the said mortgagor shall be chargeable with all costs of collection including ten (10%) per cent of the principal and interest on the amount involved as attorney's fees which shall be due and payable at once, which charges and fees together with all costs and expenses, are hereby secured and may be recovered in any suit or action hereupon or hereunder.

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