

ARTICLE VII

First: The liability of Lowndes hereunder shall be solely limited to its undivided one-half interest in and to the mortgaged premises, all of which by this mortgage and security agreement it has subjected to the lien and provisions hereof, as security for the indebtedness hereby secured.

Second: Lowndes consents, covenants and agrees as follows:

(a) Mortgagee may at any time, either with or without consideration, discharge or release all or any part of the premises from the lien of this mortgage and security agreement, or encumber any substitute property of any kind to the lien of this mortgage and security agreement, or modify the terms of this mortgage and security agreement or the note secured hereby without notice or further consent, and such discharge, release, substitution or modification shall not in any way affect or impair the lien of this mortgage and security agreement on the premises.

(b) Mortgagee may grant extensions of time in respect to any obligations secured by this mortgage and security agreement without notice and further consent, and such extensions of time shall not in any way affect or impair the lien of this mortgage or security agreement on the premises.

(c) That no act or omission on the part of Mortgagee shall in any way affect or impair the lien of this mortgage and security agreement on the premises.

PROVIDED, ALWAYS, nevertheless, and it is the true intent and meaning of the parties to these presents, that if the said Borrower does and shall well and truly pay or cause to be paid unto the said Mortgagee, its successors or assigns, the debt or sum of money aforesaid with interest thereon, if any be due according to the true intent and meaning of the said note, and any and all other sums which may become due and payable hereunder, the estate hereby granted 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 said Borrower and Lowndes shall be entitled to hold and enjoy the said premises until default shall be made as herein provided.

IN WITNESS WHEREOF, the said Borrower and Lowndes have hereunto set their hands and seals on this 7th day of December 1970.

Signed, sealed and delivered in the presence of:

John S. Hines
John S. Hines

John S. Hines
John S. Hines

B AND B INVESTMENTS, INC.

By *James T. Cole*
VICE President

Attest *Howard P. Kent*
asst. Secretary

LOWNDES HILL REALTY COMPANY

By *R. E. Houston*
President

Attest *Delma B. Major*
asst. Secretary