

whether on account of principal, interest, collection fees, late or delinquent charges or default interest; plus (2) the amount set forth on that certain Refund Schedule furnished H. B. Cooper and W. M. Chamblee, Sr., by Guardian Fidelity Corporation in connection with the above indebtedness and initialed by the parties hereto to be determined on the first date of default by Whippoorwill Development Company, Inc., on account of said indebtedness from which the ninety (90) day default period commences giving rise to the option of H. B. Cooper and W. M. Chamblee, Sr., to purchase said note and mortgage. Notwithstanding the fact that Whippoorwill Development Company, Inc., and/or any of its subsidiaries, the instrument hereto referred to herein, assigns, or may hereafter assign, its interest in said note and mortgage to any other party, the instrument hereto referred to herein shall remain in full force and effect and shall not be subject to termination or discharge by any act of said Whippoorwill Development Company, Inc., or any of its subsidiaries, or any assignee thereof, and shall remain in full force and effect until the principal and interest thereon are paid in full.

f