

2. That they will keep all improvements now existing or hereafter erected in good repair, and, should they fail to do so, the Mortgagees may, at their option, enter upon said premises, make whatever repairs are necessary, including the completion of any construction work underway, and charge the expenses for such repairs or the completion of such construction to the mortgage debt.

3. That they will pay, when due, all taxes, public assessments, and other governmental or municipal charges, fines or other impositions against the mortgaged Premises.

4. That they will comply with all governmental and municipal laws and regulations affecting the mortgaged Premises.

5. That they hereby assign all rents, issues and profits of the mortgaged Premises from and after any default hereunder, and agree that, should legal proceedings be instituted pursuant to this instrument, any Judge having jurisdiction may, at Chambers or otherwise, appoint a receiver of the mortgaged Premises, with full authority to take possession of the mortgaged Premises, and collect the rents, issues and profits, including a reasonable rental to be fixed by the Court in the event said Premises are occupied by the Mortgagors, and after deducting all charges and expenses attending such proceeding and the execution of his trust as receiver, shall apply the residue of the rents, issues and profits toward the payment of the debt secured hereby.

If there is a default in any of the terms, conditions or covenants of this Mortgage, or of the Note secured hereby, then, at the option of the Mortgagees, all sums then owing by the Mortgagors to the Mortgagees shall become immediately due and payable, and this Mortgage may be foreclosed. Should any legal proceedings be instituted for the foreclosure of this Mortgage, or should the Mortgagees become a party to any suit involving this Mortgage or the title to the Premises described herein, or should the debt secured hereby or any part thereof be placed in the hands of an attorney at law for collection by suit or otherwise, all costs and expenses incurred by the Mortgagees, and a reasonable attorney's fee, shall thereupon become due and payable immediately or on demand, at the option of the Mortgagees, as a part of the debt secured thereby, and may be recovered and collected hereunder.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, 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.

WITNESS, the hand and seal of Mortgagors this 21st day of November, 1972.

Charles F. Upchurch

C. Dan Joyner

Lloyd D. Auten

WITNESS:

James R. Auten
Charles R. Joyner, Jr.