

with interest thereon from the date of its payment. And it is further agreed, in the event of other insurance and contribution between the insurers, that said mortgagee, its executors, administrators or assigns, shall be entitled to receive from the aggregate of the insurance moneys to be paid, a sum equal to the amount of the debt secured by this mortgage. And it is agreed, by and between the said parties, that if the said mortgagor, his heirs, executors or administrator, his heirs, executors or administrators shall fail to pay all and any taxes and assessments upon the said premises when the same shall first become payable, then the said mortgagee, its successors, executors, administrators or assigns, may cause the same to be paid together with all penalties and costs incurred thereon, and reimburse themselves under this mortgage for the sum so paid, with interest thereon from the date of such payment. And it is agreed, by and between the said parties, that upon default being made in the payment of principal or interest or any part or installment thereof as stipulated in said bond, or in the payment of the insurance premiums, or of the taxes, or of the assessments hereinabove mentioned, when the same shall severally become payable, and as to the last three items, upon such default continuing for the space of ten days after notice from the mortgagee, its executors, administrators or assigns, or (in case of payment by the mortgagee as herein allowed) upon the mortgagor's failing for a like period to make good such default by repayment--then the entire amount of the debt secured or intended to be secured hereby shall become due at the option of the said mortgagee, its executors, administrators or assigns, although the period for the payment thereof may not then have expired. And it is agreed, by and between the said parties, that should legal proceedings be instituted for the collection of the debt secured hereby, then and in that event the said mortgagee, its executors, administrators or assigns, shall have the right to have a receiver appointed of the rents and profits of the above described premises, who, after deducting all charges and expenses attending such proceedings and the execution of the said trust as receiver, shall apply the residue of said rents and profits towards the payment of the debt secured hereby. And it is further agreed, by and between the said parties, that should legal proceedings be instituted for the foreclosure of this mortgage or for any purpose involving this mortgage, or should the debt hereby secured be placed in the hands of an attorney-at-law for collection by suit or otherwise, that all costs and expenses incurred by the mortgagee, its successors, executors, administrators or assigns, including a reasonable counsel fee (of not less than \_\_\_\_\_% of the amount involved), shall thereupon become due and payable as a part of the debt secured hereby, and may be recovered and collected hereunder. Provided, always, and it is the true intent and meaning of the parties to these presents, that if the said Mack J. Vaughn, his heirs, executors or administrators shall pay or cause to be paid unto the said Bryant, Price, Brandt & Jordan, its executors, administrators or assigns, the said debt with the interest thereon, if any shall be due, and also all sums of money paid by the said mortgagee, its executors, administrators or assigns, according to the conditions and agreements of the said note and of this mortgage, then this deed of bargain and sale shall cease, determine and be void, otherwise it shall remain in full force and virtue. And it is lastly agreed by and between the said parties, that the said mortgagor, Mack J. Vaughn, to hold and enjoy said premises until default of payment shall be made.

Bryant, Price, Brandt & Jordan  
ATTORNEYS AT LAW  
JOHNSON CITY, TENNESSEE