

collection by suit or otherwise, all costs and expenses incurred by the Mortgagee, and a reasonable attorney's fee, shall thereupon become due and payable, immediately or on demand, at the option of the Mortgagee, as a part of the debt secured hereby, and may be recovered and collected hereunder.

Notwithstanding anything contained herein to the contrary, the Mortgagee agrees that Robert H. Yeargin shall be personally liable only for ten (10) percent of the principal indebtedness outstanding from time to time and the Mortgagee will look solely to the collateral for satisfaction of remaining balance of the mortgage indebtedness.

The covenants, agreements and conditions 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.

IN WITNESS WHEREOF, this mortgage has been duly executed by the Mortgagor the 19th day of September, 1977.

In the Presence of:

D. M. Adair
Cheryl D. Thompson

Robert H. Yeargin (SEAL)
ROBERT H. YEARGIN

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