

7. Mortgagor agrees that he will pay as they become due the principal and interest on all notes, obligations, contracts or agreements, secured by any mortgage, lien, or security interest having priority over this mortgage as to the property described herein. If the mortgagor fails to make any of the payments as provided in this section, mortgagee may pay the same and add any amounts so paid to the principal debt, and all sums so paid shall bear interest at the same rate as the principal debt secured hereby and shall be secured by this mortgage.

It is agreed that the Mortgagor shall hold and enjoy the premises above conveyed until there is a default under this mortgage or in the note(s) secured hereby. If the Mortgagor shall fully perform all the terms, conditions, and covenants of the mortgage, and of the note(s) secured hereby, then this mortgage shall be null and void; otherwise to remain in full force and virtue. If there is a default in any of the terms, conditions, or covenants of this mortgage, or of the note(s) secured hereby, then at the option of the Mortgagee all sums then owing by the Mortgagor to the Mortgagee shall become immediately due and payable and this mortgage shall be foreclosed. Should the Mortgagee become a party to any suit involving this mortgage or the title to the premises described herein (excluding legal proceeding instituted for foreclosure or for the collection of the debt secured hereby) all costs and expenses reasonably incurred by the Mortgagee, and a reasonable attorney's fee shall be secured hereby and shall become due and payable thirty (30) days after demand. Should any legal proceedings be instituted for the foreclosure of this mortgage, 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 including reasonable attorney's fees shall be secured hereby, shall become due and payable immediately or on demand, 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 and the singular, the use of any gender shall be applicable to all genders and the term "Mortgagee" shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

Witness my hand(s) and seal(s) this 20th day of January, 19 78

Signed, sealed and delivered in the presence of:

John Thomas Berry (Seal)
JOHN THOMAS BERRY

Michael Spivey (Seal)

Barbara M. Spivey (Seal)

_____ (Seal)

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