

(4) That they will pay, when due, all taxes, public assessments, and other governmental or municipal charges, fines or other impositions against the mortgaged premises. That they will comply with all governmental and municipal laws and regulations affecting the mortgaged premises.

(5) That they hereby assigns all rents, issues and profits of the mortgaged premises from and after any default hereunder, and agrees 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 Mortgagor and after deducting all charges and expenses attending such proceeding and the execution of its trust as receiver, shall apply the residue of the rents, issues and profits toward the payment of the debt secured hereby.

(6) That 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 Mortgagee, all sums then owing by the Mortgagor to the Mortgagee 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 the title to the premises described herein, or should the debt secured hereby or any part thereof be placed in the hands of any attorney at law for 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.

(7) Mortgagee covenants and agrees that from time to time they will release from the lien of this mortgage portions of the property hereinabove described at the request of the Mortgagor and upon payment by Mortgagor to Mortgagee of a release price calculated on the basis of \$1,200.00 per acre of the land requested to be so released; provided, however, that during the 1979 calendar year Mortgagee shall not be obligated to release more than one and one-half (1-1/2) acres from the lien of this Mortgage. After the 1979 calendar year there shall be no limitation on the acreage which may be released in accordance with the terms hereof. Mortgagee agrees to execute such documents as Mortgagor may request from time to time to release the lien of this Mortgage from the mortgaged property on the terms set forth above.

(8) That the Mortgagor shall hold and enjoy the premises above conveyed until there is a default under this mortgage or in the note secured hereby. It is the true meaning of this instrument that if the Mortgagor shall fully perform all the terms, conditions, and covenants of the mortgage, and of the note secured hereby, that then this mortgage shall be utterly null and void; otherwise to remain in full force and virtue.

(9) That 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 shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

WITNESS the Mortgagor's hands and seals this 14th day of April, 1979.

Signed, sealed and delivered
in the presence of:

Katherine W. M. Cure

Michael J. Snedeker

Kenneth A. Hart

Walter J. ...

L. Gillis MacKinnon, III

Mary M. MacKinnon

Robert J. Karrer, Jr.

Sara M. Karrer

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