

ship of the Premises which are the subject of this Mortgage. Mortgagor for themselves and, all who may claim by through, or under them, or any of them, hereby waive, to the extent that such waiver may be given lawfully, all rights to have the Premises which are subject to the lien of this Mortgage, or any part thereof, or any other collateral or security given for this Mortgage, marshalled or the equitable two-fund doctrine applied thereto in the event of foreclosure of this Mortgage.

WHEREAS, Goldsmith and Timmons covenant that they are lawfully seized of an indefeasible estate in fee simple to the real property described and designated in Exhibit A attached hereto, and Haywood hereby further covenants and agrees that it is the owner of the personal property herein conveyed and each of said parties further covenants that it has good right to execute this mortgage deed; that the Premises are free and clear from any encumbrance created or suffered by Haywood or Goldsmith and Timmons or those under whom they claim, except the Permitted Title Exceptions as reflected in Exhibit "B" hereto, and that they will warrant and defend the title to said Premises, subject to said Permitted Title Exceptions, unto the Mortgagee and unto its successors and assigns forever against the lawful claims and demands of all persons whomsoever.

NOW, KNOW ALL MEN that the Mortgagor, in consideration of the said debt and sum of money aforesaid, and for better securing to the Mortgagee of:

1. The payment of the obligations evidenced thereby (including principal, interest costs, fees and other charges) in accordance with the terms of the Note, and any modifications, renewals, or extensions thereof;
2. The strict performance, observance, and compliance with all the terms, conditions, and obligations to be performed,

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