

And Mortgagor does hereby bind itself, and its successors and assigns, to warrant and forever defend all and singular the said premises unto the said Mortgagee, and unto its successors and assigns, from and against Mortgagor's successors and assigns, and all other persons whomsoever lawfully claiming or to claim the same or any part thereof.

THIS MORTGAGE is made upon this special trust, that if Mortgagor shall fully pay the aforesaid promissory note according to its tenor, or any extensions or renewal thereof, and shall fully pay all other indebtedness or liability that may become due and owing hereunder and secured hereby and shall faithfully and promptly comply with and perform each and every other covenant and provision herein on the part of Mortgagor to be complied with and performed, then this deed of bargain and sale shall cease, determine and be utterly null and void, but if said promissory note, or any installment of principal or interest thereof, or if any taxes or assessments, general or special, or public charges, including street improvement benefit judgments, be not promptly paid as they become due, before they become delinquent, and before any interest or penalty for non-payment shall attach, or if any insurance premiums be not paid as agreed, or if prior mechanics' liens be not released, or if default be made in the due fulfillment of the covenants and agreements of any of them herein contained, or upon the happening of any other event which according to the terms of this mortgage shall entitle the holder of the promissory note secured hereby to accelerate the due date thereof, then, in all or any of these events this conveyance shall remain in force, and the whole unpaid principal sum herein agreed to be paid, with interest accrued thereon, together with all sums advanced for such taxes, assessments, insurance premiums, or other payments by Mortgagee pursuant to the terms of this mortgage, shall, at once or at any time thereafter, at the option of Mortgagee, become due and payable anything herein or in said promissory note to the contrary notwithstanding; and no omission on the part of Mortgagee to exercise such option when entitled so to do shall be construed as a waiver of such right; and it shall then become lawful for the Mortgagee to commence the foreclosure of the lien hereby conveyed, as by law provided. And it is agreed by and between the parties that in the case of such foreclosure of this mortgage, by suit or otherwise, Mortgagee shall recover of obligors a reasonable sum as attorney's fee which shall be secured by this mortgage, and shall be included in judgment of foreclosure but Mortgagee agrees that neither Mortgagor nor any partner of Mortgagor shall be liable for a deficiency in the event of foreclosure; provided, however, that the foregoing provisions shall not be deemed to relieve Mortgagor from any liability for damages or from suit for injunctive relief based on the wrongful deprivation (as defined herein) by Mortgagor, or by a partner of Mortgagor, of a significant portion of Mortgagee's security for the indebtedness; wrongful deprivation being defined as the refusal of Mortgagor to immediately comply, after default by Mortgagor in the payment of loan installments or in fulfillment of other obligations involving payment of sums certain (as distinguished from performance of non-monetary obligations), with Mortgagee's written demand (1) for surrender of possession of the security property or (2) for payment to Mortgagee of rents and other income, or both. Immediate surrender of possession of the security property after default and demand for such possession, and remittance of all monies received by Mortgagor after default and demand for payment of such monies, shall satisfy the terms of this paragraph.

PERRY, PATRICK, FARMER & MICHAUX, CHARLOTTE, N. C.