

all interest and other sums secured by this or any other instrument executed by Borrowers as security to the aforesaid indebtedness and shall perform all of the terms, covenants, conditions, agreements, representations and obligations contained in all mortgages executed by Borrowers to Lender according to the true intent of said mortgages, all of the terms, covenants, conditions, agreements, representations and obligations of which are made a part hereof to the same extent as if set forth in extenso herein, then this instrument shall cease, determine and be null and void, otherwise to remain in full force and effect.

It is understood and agreed that all advances heretofore, now and hereafter made by Lender to Borrowers, and all indebtedness now and hereafter owed by Borrowers to Lender, and any other present or future indebtedness or liability of borrowers to Lender, whether as principal debtor, surety, guarantor, endorser, or otherwise, will be secured by this instrument until it is satisfied of record. It is further understood and agreed that Lender, at the written request of Borrowers, will satisfy this mortgage whenever (1) Borrowers owe no indebtedness to Lender; (2) Borrower have no liability to Lender, and (3) Lender has not agreed to make any further advance or advances to Borrowers. However, it is specifically understood and agreed that the within mortgage and the property described herein shall be valid and enforceable only if the total owed to Lender by Borrower exceeds \$200,000.00, including principal and accrued interest.

In the event Lender becomes a party to any legal proceeding (excluding any action to foreclose this mortgage to collect the debts hereby secured), involving this mortgage or the premises described herein (including but not limited to the title to the land described herein), Lender may also recover of the undersigned and/or Borrowers all costs and expenses reasonably incurred by Lender, including a reasonable attorney's fee, which costs, expenses and attorney's fee when paid by Lender shall become a part of the debt secured hereby and shall be immediately payable upon demand, and shall draw interest from the date of the advance by Lender until paid at the highest rate provided in any note or other instrument secured hereby.

This Agreement shall inure to the benefit of Lender, its successors and assigns, and any successor or assign of Lender may make

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