

fully perform all the terms, conditions, and covenants of this mortgage, of the note secured hereby or of any other agreement by the Mortgagor in connection therewith, this mortgage shall be utterly 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, of the note secured hereby, of the loan commitment, security agreement, building or construction loan agreement, assignment of leases or rentals, or of any other agreement by the Mortgagor in connection therewith, 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 should the Mortgagee become a party to any suit involving 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 an 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.

The covenants, agreements and conditions 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, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, this mortgage has been duly executed by the Mortgagor the 31 day January, 1983.

IN THE PRESENCE OF:

Constance G. McBride

Marye Cantrell

Blake P. Garrett
BLAKE P. GARRETT

David H. Garrett
DAVID H. GARRETT

Blake P. Garrett, Jr.
BLAKE P. GARRETT, JR., AS TRUSTEE UNDER WRITTEN AGREEMENT WITH BLAKE P. GARRETT, SR., ET AL, DATED APRIL 1, 1982, KNOWN AS THE LATIMER PROPERTY ASSOCIATES

GARRETT & GARRETT, A GENERAL PARTNERSHIP

BY: Blake P. Garrett
Blake P. Garrett, Partner

BY: David H. Garrett
David H. Garrett, Partner