

of its interests to place, and the holder should place, the Note or this Mortgage in the hands of an attorney for any legal proceedings, then in any said events the Mortgagor promises to pay all costs and expenses, including a reasonable attorney's fee (which the Mortgagor hereby agrees shall be five (5%) per cent of the amount secured hereby, but in no event less than \$5,000.00), these to be added to the Mortgage indebtedness, and to be secured under the Mortgage as a part of said debt.

NOW, KNOW ALL MEN, that the Mortgagor, for and in consideration of the said debt and sum of money aforesaid and for the better securing the payment thereof with the interest thereon to the Mortgagee according to the terms of the Note, and for the securing of the observance and performance of all terms, conditions, covenants and agreements, according to the tenor of the Note and that certain Construction Loan Agreement between Mortgagor and Mortgagee of even date herewith (the "Loan Agreement"), the terms and conditions of each of which are herein incorporated by reference, and also for and in consideration of the sum of Three Dollars in hand paid by the Mortgagee to the Mortgagor, the receipt whereof is hereby acknowledged, has granted, bargained, sold, conveyed and released and by these presents does grant, bargain, sell, convey and release unto the Mortgagee and to its successors, legal representatives and assigns forever: ALL that piece, parcel or Lot of land of which Mortgagor is now seized and possessed and in actual possession, more particularly described in Schedule "A"

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