

COMPALED

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arising therefrom during the pendency of such foreclosure and until the debt is fully paid and apply such rents and profits to the payment and satisfaction of the amount due under this mortgage first deducting all proper charges and expenses attending the execution of said trust, and said mortgages shall in no case be held to account for any damage, nor for any rentals other than actually received.

PROVISION FOR ATTORNEY'S FEES AND COSTS;

ELEVENTH;- In the event of this mortgage being foreclosed or of proceedings being brought for that purposes, or if said principal note be placed in the hands of an attorney for collection the said Mortgagors their heirs legal representatives, successors and assigns, shall pay reasonable attorney's fees, and any expense incurred in procuring a supplemental abstract of title to said premises, with interest on such sums at the rate of ten per centum per annum, the same to be taxed as part of the cost of the case, for the benefit of the plaintiff or complaint and the same shall be a lien on the premises hereby mortgaged, and shall be due and payable when action is commenced, or when said principal note is placed in the hands of an attorney for collection. and for the consideration above mentioned the said Mortgagor hereby expressly waives the appraisal of said real estate and all benefits of the homestead and stay laws of said State.

COST OF LITIGATION; TWELFTH;- If any action or proceeding be commenced (except an action to foreclose this mortgage or to collect the debt secured thereby), to which action or proceedings the holder of this mortgage is made a party, or in which it becomes necessary to defend or uphold the lien of this mortgage, all sums paid by the holder of this mortgage for the expense of any litigation to procure or defend the rights and lien created by this mortgage (including reasonable counsel fees), shall be paid by the Mortgagor, together with interest thereon at the rate of ten per centum per annum, and any such sum and the interest thereon shall be a lien on said premises, prior to any right, or title to, interest on or claim upon said premises, attaching or accruing subsequent to the lien of this mortgage and shall be deemed to be secured by this mortgage and by the notes which it secures.

STATEMENT OF AMOUNT DUE; THIRTEENTH;- Should the said mortgagee or any holder of the debt hereby secured desire to assign or transfer the same, the mortgagor, or any subsequent owner of the said property will upon request and within ten days thereafter furnish a statement in writing duly acknowledged, as to the amount due or unpaid upon said debt and whether the same be without offset or counter-claim but such statement shall not be binding or conclusive upon the Mortgagee.

MORTGAGE TAXATION; FOURTEENTH;- In the event of the enactment after the date thereof of any Federal or State Law deducting from the value of land for the purpose of taxation of any lien therein, or changing in any way the laws for the taxation of mortgages, or security deeds, or debts secured by mortgages or security deeds or the manner of the collection of any such taxes so as to affect this instrument, or the debt hereby secured, the holder of this instrument, and the debt hereby secured shall have the rights to give 60 days notice in writing to the Mortgagor or to the then owner of record of the premises herein described, that the holder of this instrument and of the debt hereby secured requires payment at the end of 60 days after the date of such notice, and if such notice shall be so given the debt hereby secured shall become due, payable and collectable at the expiration of such 60 days, anything herein to the contrary notwithstanding. Such notice shall be deemed to have been duly given if personally delivered to the Mortgagor, or said owner, or mailed to the Mortgagor or said owner, at his her, their or its address last known to the then holder thereof.

IN WITNESS WHEREOF. the said undersigned mortgagors have hereunto set their hands and seals the day and year first above written,

Sealed and delivered in presence of:-

Everett M. Byers

Chas B. Carden,

Emma Ealy Hunter

John L. Hunter