

BOOK 39-335

10. If any suit or other proceedings be commenced for the foreclosure of this mortgage or attacking its validity or in any way calling in question the mortgagee's rights hereunder, the mortgagor shall be liable for and shall pay, and the mortgagee shall have the right to have taxed as costs and included in the judgment or decree rendered in such suit or proceeding, all costs and expenses incurred by it, including attorneys' fees in such amount as the Court may adjudge reasonable, and in the event of the foreclosure of this mortgage the purchaser at any foreclosure sale shall be entitled to the immediate possession of the premises and property so sold.

11. No remedy by the terms of this indenture conferred upon or reserved to the mortgagee is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or by statute; provided, however, that no delay or omission on the part of the mortgagee to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein or shall preclude the exercise of any such right or power upon the happening of any other or subsequent default, but every such right and power may be exercised from time to time and as often as may be deemed necessary or expedient.

This mortgage shall bind the mortgagor, his heirs, personal representatives and assigns, and shall enure to the benefit of the successors and assigns of the mortgagee, as fully for all intents and purposes as though such successors and assigns, respectively, have been named herein throughout.

As used herein the terms "mortgagor" and "mortgagee" shall be deemed and construed to include all such parties and words or pronouns of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter gender, and singular terms shall include the plural, as the particular situation or context may require. If this instrument be executed by more than one person, firm or corporation as "Mortgagor", the covenants, agreements and obligations of each such person, firm or corporation shall be joint and several.

In Witness Whereof, the mortgagor S. ha. ve executed the within instrument the day and year first above written.

James C. Davis
Valerie E. Davis