

advanced with interest at 12 percent shall be repaid by said first party and be secured by this Indenture. It is further Agreed That time shall be material and the essence of this contract; That if default be made in the payment of said note or of any interest coupon or any part thereof when due; in procuring insurance, paying taxes or in keeping and performing all covenants herein contained then said note and all of said interest coupons except interest for unexpired time shall at the option of the owner thereof become at once due and collectable without further notice and suit may be commenced at once in foreclosure of this Indenture. And if suit be commenced a reasonable attorneys fee equal to 10 percent of the amount due shall be included in the judgment and decree of foreclosure and be secured by this Indenture and said attorneys fee shall be paid by said first party if suit be settled before judgment. And in case the note or coupons secured by this Indenture shall not be paid when due they shall draw interest at the rate of 12 percent per annum from maturity until paid. Provided Always That upon full performance of all agreements at the time and in the manner herein specified then this Indenture shall be void and a discharge thereof given at the expense of said first parties otherwise to remain in full force and effect.

In Witness Whereof The parties of the first part have hereunto set their hands and seals
 Begun in the presence of
 R. D. Passmore
 George W. Fowler
 Michael J. Cunningham (Seal)
 Mary E. Cunningham (Seal)