

TIME IS MATERIAL AND OF THE ESSENCE HEREOF AND IF DEFAULT BE MADE IN THE PAYMENT OF ANY OF THE SUMS HEREBY SECURED OR IN THE PERFORMANCE OF ANY OF THE COVENANTS HEREIN CONTAINED, OR IF THE WHOLE OR ANY PORTION OF SAID LOAN SHALL BE EXPENDED FOR PURPOSES OTHER THAN THOSE SPECIFIED IN THE ORIGINAL APPLICATION THEREFOR, EXCEPT BY THE WRITTEN PERMISSION OF SAID MORTGAGEE GIVEN BEFORE SAID EXPENDITURE IS MADE, THEN, IN ANY <sup>SUCH</sup> CASE, THE BALANCE OF UNPAID PRINCIPAL WITH ACCRUED INTEREST AND ALL OTHER INDEBTEDNESS HEREBY SECURED, SHALL, AT THE ELECTION OF THE MORTGAGEE, BECOME IMMEDIATELY DUE WITHOUT NOTICE, AND THIS MORTGAGE MAY BE FORECLOSED; BUT THE FAILURE OF THE MORTGAGEE TO EXERCISE SUCH OPTION IN ANY ONE OR MORE INSTANCES SHALL NOT BE CONSIDERED AS A WAIVER OR RELINQUISHMENT OF THE RIGHT TO EXERCISE SUCH OPTION IN CASE OF ANY DEFAULT, BUT SUCH OPTION SHALL BE AND REMAIN CONTINUOUSLY IN FULL FORCE AND EFFECT.

IN ANY SUIT TO FORECLOSE THIS MORTGAGE OR TO COLLECT ANY CHARGE GROWING OUT OF THE DEBT HEREBY SECURED, OR IN ANY SUIT WHICH THE MORTGAGEE MAY BE OBLIGED TO DEFEND TO EFFECT OR PROTECT THE LIEN HEREOF, THE MORTGAGORS AGREE TO PAY A REASONABLE SUM AS ATTORNEY'S FEES AND ALL COSTS AND LEGAL EXPENSES IN CONNECTION WITH SAID SUIT, AND FURTHER AGREE TO PAY THE REASONABLE COSTS OF SEARCHING RECORDS AND ABSTRACTING OR INSURING THE TITLE, AND SUCH SUMS SHALL BE SECURED HEREBY AND INCLUDED IN THE DECREE OF FORECLOSURE.

THE RENTS, ISSUES AND PROFITS OF THE MORTGAGED PROPERTY, TO AND UNTIL THE MATURITY OF THE INDEBTEDNESS SECURED HEREBY, EITHER BY LAPSE OF TIME OR BY REASON OF DEFAULT OF THE MORTGAGORS, SHALL BELONG TO THE MORTGAGORS, BUT UPON SUCH MATURITY OF SAID INDEBTEDNESS FOR ANY CAUSE, THE MORTGAGEE SHALL HAVE THE RIGHT FORTHWITH TO ENTER INTO AND UPON THE MORTGAGED PREMISES AND TAKE POSSESSION THEREOF, AND TO COLLECT THE RENTS, ISSUES AND PROFITS THEREOF, AND APPLY THE SAME, LESS REASONABLE COSTS OF COLLECTION, UPON THE INDEBTEDNESS HEREBY SECURED, AND THE MORTGAGEE SHALL HAVE THE RIGHT TO THE APPOINTMENT OF A RECEIVER TO COLLECT THE RENTS, ISSUES AND PROFITS OF THE MORTGAGED PREMISES.

EACH OF THE COVENANTS AND AGREEMENTS HEREIN SHALL BE BINDING UPON ALL SUCCESSORS IN INTEREST OF EACH OF THE MORTGAGORS, AND EACH SHALL INURE TO THE BENEFIT OF ANY SUCCESSOR IN INTEREST OF THE MORTGAGEE.

UNLESS THE MORTGAGEE, IN WRITING, SHALL GIVE ITS CONSENT TO THE MODIFICATION THEREOF, ALL MONEYS LOANED TO THE MORTGAGOR AND SECURED BY THIS MORTGAGE SHALL BE EXPENDED ONLY FOR THE PURPOSES SET OUT IN THE ORIGINAL APPLICATION FOR THIS LOAN, AND SAID ORIGINAL APPLICATION IS HEREBY REFERRED TO AND MADE A PART OF THIS MORTGAGE.

THIS MORTGAGE AND THE NOTE SECURED HEREBY ARE EXECUTED AND DELIVERED UNDER AND IN ACCORDANCE WITH THE SAID FEDERAL FARM LOAN ACT, AND ARE SUBJECT TO ALL THE TERMS, CONDITIONS AND PROVISIONS THEREOF, WHICH ACT IS MADE A PART HEREOF THE SAME AS IF SET OUT IN FULL HEREIN.

THE COVENANTS AND AGREEMENTS HEREIN CONTAINED SHALL EXTEND TO AND BE BINDING UPON THE HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS AND ASSIGNS OF THE RESPECTIVE PARTIES HERETO.

IN WITNESS WHEREOF, THE MORTGAGORS HAVE HEREUNTO SET THEIR HANDS THE DAY AND YEAR FIRST ABOVE WRITTEN.

TRAVIS E. HOOKER

W. H. COSNER

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