

LIKE GOLD COIN AT THE RATE OF SEVEN PER CENT, PER ANNUM, FROM DATE UNTIL PAID, FOR VALUE RECEIVED. INTEREST TO BE PAID ANNUALLY, AND IF NOT SO PAID, THE WHOLE SUM OF BOTH PRINCIPAL AND INTEREST TO BECOME IMMEDIATELY DUE AND COLLECTIBLE, AT THE OPTION OF THE HOLDER OF THIS NOTE. AND IN CASE SUIT OR ACTION IS INSTITUTED TO COLLECT THIS NOTE, OR ANY PORTION THEREOF, I PROMISE AND AGREE TO PAY, IN ADDITION TO THE COSTS AND DISBURSEMENTS PROVIDED BY STATUTE, SUCH ADDITIONAL SUM, IN LIKE GOLD COIN, AS THE COURT MAY ADJUDGE REASONABLE FOR ATTORNEY'S FEES TO BE ALLOWED IN SAID SUIT OR ACTION.

EARL C. BUTLER

NOW THEREFORE, IF THE SAID PROMISSORY NOTE, PRINCIPAL, INTEREST AND ATTORNEY'S FEES SHALL BE PAID WHEN THE SAME SHALL BECOME DUE, ACCORDING TO THE TERMS AND CONDITIONS OF SAID PROMISSORY NOTE AND OF THIS INDENTURE, THEN THIS INDENTURE SHALL BE VOID, BUT IN CASE DEFAULT SHALL BE MADE IN THE PAYMENT OF THE PRINCIPAL OR INTEREST, OR ATTORNEY'S FEES, MENTIONED IN SAID PROMISSORY NOTE OR ANY PART THEREOF OR IN CASE DEFAULT SHALL BE MADE IN THE PAYMENT OF ANY SUM THAT MAY BECOME DUE AND PAYABLE, AS HEREINAFTER PROVIDED, THEN THE PARTY OF THE SECOND PART HIS EXECUTORS, ADMINISTRATORS AND ASSIGNS, ARE HEREBY EMPOWERED TO SELL THE PREMISES ABOVE DESCRIBED, WITH ALL AND EVERY OF THE APPURTENANCES OR ANY PART THEREOF, IN THE MANNER PRESCRIBED BY LAW, AND OUT OF THE MONEY ARISING FROM SAID SALE TO RETAIN THE SAID PRINCIPAL AND ATTORNEY'S FEES, AND SUCH OTHER SUM OR SUMS AS MAY BE DUE HEREUNDER, TOGETHER WITH THE COSTS AND CHARGES OF MAKING SUCH SALE; AND THE OVERPLUS, IF ANY, PAY ON DEMAND TO THE PARTY OF THE FIRST PART HIS HEIRS AND ASSIGNS.

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT SUCH PREMISES ARE AND SHALL BE KEPT, UNTIL THIS MORTGAGE IS FULLY PAID AND SATISFIED, FREE FROM ALL LIENS OR INCUMBRANCES WHATSOEVER THAT SHALL OR MAY HAVE PRECEDENCE OF THIS MORTGAGE; OR TO PAY ALL TAXES, STREET ASSESSMENTS, MECHANICS' LIENS OR CLAIMS OF EVERY NAME AND NATURE, THAT ARE OR MAY BECOME A LIEN OR LIENS UPON SAID PREMISES, HAVING PRECEDENCE OF THE LIEN OF THIS MORTGAGE BEFORE THE SAME SHALL BECOME DELINQUENT, THEN THE SAID PARTY OF THE SECOND PART HIS EXECUTORS, ADMINISTRATORS AND ASSIGNS, MAY AT THEIR OPTION OBTAIN SAID INSURANCE AND PAY THE PREMIUMS THEREFOR, AND MAY PAY, DISCHARGE AND SATISFY ANY AND ALL SUCH TAXES, STREET ASSESSMENTS OR LIENS AT MATURITY, AND ALL SUMS OF MONEY THUS EXPENDED SHALL AT ONCE BECOME DUE AND PAYABLE ON DEMAND FROM THE SAID PARTY OF THE FIRST PART HIS HEIRS AND ASSIGNS, TO THE SAID PARTY OF THE SECOND PART HIS EXECUTORS, ADMINISTRATORS AND ASSIGNS, AND THAT SUCH PAYMENT, AS WELL AS THE ATTORNEY'S FEES MENTIONED IN SAID NOTE, BE AND THEY ARE HEREBY SECURED BY THE LIEN OF THIS MORTGAGE.

IT IS ALSO EXPRESSLY UNDERSTOOD THAT IF ANY SUM MADE PAYABLE BY THE TERMS OF SAID PROMISSORY NOTE, OR BECOMING DUE HEREUNDER, SHALL REMAIN UNPAID FOR A PERIOD OF TEN (10) DAYS AFTER THE SAME SHALL HAVE BECOME DUE AND PAYABLE, THEN THE PARTY OF THE SECOND PART HIS EXECUTORS, ADMINISTRATORS AND ASSIGNS MAY FORECLOSE THIS MORTGAGE AT ANY TIME THEREAFTER.

AND THE SAID EARL C. BUTLER HEIRS, EXECUTORS AND ADMINISTRATORS, DO COVENANT AND AGREE TO PAY UNTO THE SAID PARTY OF THE SECOND PART, HIS EXECUTORS, ADMINISTRATORS OR ASSIGNS, THE SAID SUM OF MONEY ABOVE MENTIONED.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND SEAL THE DAY AND YEAR FIRST ABOVE WRITTEN.

EXECUTED IN THE PRESENCE OF

EARL C. BUTLER (SEAL)

O. W. EASTHAM

L. B. REEDER