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payable to the second party to the extent of its interest. And in the event the said party of the first part shall fail to pay such taxes when the same become due and payable or to keep said premises insured as herein provided, then the party of the second part may pay said taxes and insurance, or either, and the amount so paid shall become a part of the indebtedness, secured by this indenture, and shall bear interest at the rate of 10% from the date of payment until fully repaid.

This grant is intended as a mortgage to secure the payment of the sum of \$17,500.00 according to the terms of one certain written obligation for the payment of said sum of money executed under date of June 1, 1962, and by its terms made payable to party of the second part with all interest accruing thereon, according to the terms of said obligation, and also to secure any sum or sums of money advanced by the said party of the second part to pay for any insurance or to discharge any taxes, with interest thereon as herein provided, in the event that said party of the first part shall fail to pay the same as provided in this indenture.

And this conveyance shall be void if such payments be made as herein specified, and the obligation contained therein fully discharged. If default be made in such payments or any part thereof or any obligation created thereby, or interest thereon, or if the taxes on said real estate are not paid when the same become due and payable, or if the insurance is not kept up, as provided herein, or if the buildings on said real estate are not kept in as good repair as they are now, or if waste is committed on said premises, then this conveyance shall become absolute and the whole sum remaining unpaid, and all of the obligations provided for in said written obligation, for the security of which this indenture is given, shall immediately mature and become due and payable at the option of the holders hereof, without notice, and it shall be lawful for the said party of the second part, or assigns, to take possession of the said premises and all the improvements thereon in the manner provided by law and to have a receiver appointed to collect the rents and benefits accruing therefrom, and to sell the premises hereby granted, or any part thereof, in the manner prescribed by law and out of all moneys arising from such sale to retain the amount then unpaid of principal and interest, together with the costs and charges incident thereto, and the overplus, if any there be, shall be paid by the parties making such sale, on demand, to the first party. The said first party agrees that the right of redemption shall be limited to a period of six months.

It is agreed by the parties hereto that the terms and provisions of this indenture and each and every obligation therein contained, and all benefits accruing therefrom shall extend and inure to and be obligatory upon the successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the said party of the first part has hereunto caused this mortgage to be signed on its behalf by its President, thereunto duly authorized so to do, and to be attested by its Secretary and has caused its common seal to be hereunto affixed the day and year last above written.

THE LAWRENCE COUNTRY CLUB

Attest:

By

G. K. Whitenight, President

Francis Denton, Secretary