

release of any lien which in any way may impair the security of this mortgage.

5. In the event of default by Mortgagors under paragraphs 2, 3, or 4 above, Mortgagee, at its option (whether electing to declare the whole indebtedness hereby secured due and collectible or not), may (a) effect the insurance above provided for and pay the reasonable premiums and charges therefor; (b) pay all said taxes and assessments without determining the validity thereof (unless Mortgagors have instituted proper legal proceedings to test the validity of such taxes or assessments and have deposited with Mortgagee security therefor acceptable to it); and (c) pay such liens, and all costs, expenses and attorney's fees herein covenanted to be paid by Mortgagors; and all such payments, with interest thereon from the time of payment at the highest rate allowed by law, shall be deemed a part of the indebtedness secured by this mortgage and shall be immediately due and payable by Mortgagors to Mortgagee.

6. To keep the buildings and other improvements now or hereafter erected in good condition and repair, not to commit or suffer any waste of said premises and to permit Mortgagee to enter at all reasonable times for the purpose of inspecting the premises.

7. That they will pay the indebtedness hereby secured promptly and in full compliance with the terms of said note and this mortgage, and that the time of payment of the indebtedness hereby secured, or of any portion thereof, may be extended or renewed, and any portions of the premises herein described may, without notice, be released from the lien hereof, without releasing or affecting the personal liability of any person or corporation for the payment of said indebtedness or the lien of this instrument upon the remainder of said premises for the full amount of said indebtedness then remaining unpaid, and no change in the ownership of said premises shall release, reduce or otherwise affect any such personal liability or the lien hereby created.

IT IS MUTUALLY AGREE THAT:

1. In case default shall be made in the payment of any instalment of said note or of interest thereon when due or if there shall be a failure on the part of Mortgagors to comply with any covenant, condition or provision of this mortgage, then the said note and the whole indebtedness secured by this mortgage, including all payments for taxes, assessments, insurance premiums, liens, costs, expenses and attorney's fees herein specified shall, at the option of Mortgagee and without notice to Mortgagors (such notice being hereby expressly waived), become due and collectible at once by foreclosure or otherwise.

2. As additional security for the repayment of the indebtedness hereby secured, Mortgagors hereby assign to Mortgagee all their right, title and interest in and to any existing leases and all future leases, including any oil, gas or mineral leases covering all or any part of the premises herein described and any extensions or renewals of said leases, and all rents, royalties, issues, income and profit thereof, and Mortgagee is hereby granted the right, in the event of default, to enter and take possession of the mortgaged premises and to collect such rents, royalties, issues, income and profits. Mortgagors hereby authorize and instruct the lessee under any such lease, or his or its assigns or successors in interest, to pay to Mortgagee all rents, delay rentals, royalties or income that may be due or become due under any such lease or by reason of such occupancy.

3. If the note and mortgage or either of them shall be placed in the hands of an attorney for collection or foreclosure, or if Mortgagee voluntarily or involuntarily becomes or is made a party to any suit or proceeding relating to the premises or to this mortgage or said note, Mortgagors shall reimburse Mortgagee for its reasonable attorney's fees, costs and expense of procuring abstracts or other evidences of title and title insurance in connection therewith.

4. If any proceedings shall be brought to foreclose this mortgage or to collect the indebtedness hereby secured, Mortgagee shall be entitled as a matter of right, without notice to Mortgagors or any person claiming under them and without regard to the adequacy of the security or whether the same shall then be occupied by the owner of the equity of redemption as a homestead, to the immediate appointment of a receiver with power to take possession of the premises, lease the same, collect all rentals and profits thereof and hold and apply the receipts as the court may order for maintenance of the security and on account of said indebtedness.

5. Mortgagee shall be subrogated to the lien of any and all prior incumbrances, liens or charges paid and discharged from the proceeds of the note hereby secured, and even though said prior liens have been released of record, the repayment of said note shall be secured by such liens on the portions of said premises affected thereby to the extent of such payments, respectively.

6. Whenever by the terms of this instrument or of said note Mortgagee is given any option, such option may be exercised when the right accrues, or at any time thereafter.

7. All Mortgagors shall be jointly and severally liable for fulfillment of their covenants and agreements herein contained, and all provisions of this mortgage shall inure to and be binding upon the heirs, executors, administrators, successors, grantees, lessees and assigns of the parties hereto, respectively.

8. Notwithstanding anything in this mortgage or the note secured hereby to the contrary, neither this mortgage nor said note shall be deemed to impose on the Mortgagors any obligation of payment, except to the extent that the same may be legally enforceable; and any provision to the contrary shall be of no force or effect.

9. Any award of damages under condemnation for injury to, or taking of, any part or all of said property is hereby assigned to Mortgagee with authority to apply or release the moneys received, as above provided for insurance loss proceeds.

IN WITNESS WHEREOF, said Mortgagors have hereunto set their hands the day and year first above written.

Fred B. Benson, Jr.
Fred B. Benson, Jr.

Ruth H. Benson
Ruth H. Benson

Fred B. Benson, III
Fred B. Benson, III

Mahey Lou Benson
Mahey Lou Benson

Charles E. McPheeters
Charles E. McPheeters

Beverly Benson McPheeters
Beverly Benson McPheeters