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and covenants contained herein shall not in any way affect the validity or enforceability of the remaining provisions herein contained; and that no act of the Mortgagee shall be construed as an election to proceed under any one provision, anything herein or otherwise to the contrary notwithstanding.

The granting of extension or extensions of time by the Mortgagee with respect to the performance of any provision of this mortgage or said note on the part of the Mortgagors to be performed, or the taking of any additional security, or the waiver by the mortgagee or failure by the mortgagee to enforce any provision of this mortgage or said note or to declare a default with respect thereto, shall not operate as a waiver of any subsequent default or defaults or affect the rights of the Mortgagee to exercise all rights or remedies stipulated herein and therein.

The Mortgagor further agrees that they shall be considered in default of this mortgage if they become insolvent or make an assignment for the benefit of creditors, or files a petition in bankruptcy, or for reorganization, or is adjudicated bankrupt or if a receiver is appointed for Mortgagors or if the mortgaged premises shall be sold on judgment or execution processed by any Sheriff or marshal or constable or other proper legal officer.

The Mortgagors Herbert J. Wright, Jimmy O'Quinn, and W. Glenn Hawkins hereby agree that they will furnish to Mortgagee certified annual financial statements for themselves individually and for the operation and management of the property as soon as they are available each year.

It is agreed that the Mortgagors shall hold and enjoy the premises above conveyed until there is a default under this mortgage or in the note secured hereby. It is the true meaning of this instrument that if the Mortgagors shall fully perform all the terms, conditions, and covenants of this mortgage, the note secured hereby and the Loan Agreement and Security Agreement, this mortgage shall be utterly null and void; otherwise to remain in full force and virtue. If there is a default in any of the terms, conditions or covenants of this mortgage, or if the note secured hereby, then, at the option of the Mortgagee, all sums then owing by the Mortgagors to the Mortgagee shall become immediately due and payable, and this mortgage may be foreclosed. Should any legal proceedings be instituted for the foreclosure of this mortgage, or should the Mortgagee become a party to any suit involving this mortgage or the title to the premises described herein, or should the debt secured hereby or any part thereof be placed in the hands of an attorney at Law for collection by suit or otherwise, all costs and expenses incurred by the Mortgagee, and a reasonable attorneys' fee, shall thereupon become due and payable, immediately or on demand, at the option of the Mortgagee, as a part of the debt secured hereby, and may be recovered and collected hereunder.

The Mortgagors further agree that they will comply with all terms of the Commercial Mortgage Insurance, Inc., commitment and will maintain the mortgage insurance policy issued by said Company in full force and effect during the entire term of the loan secured hereby.