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the Trustee shall release from said mortgage on request of M. Graham Proffitt, III, Ellis L. Darby, Jr., and John Cothran Company, Inc. It is further recognized that the Trustee shall release from said real estate mortgage additional property in the manner provided for in said mortgage instrument.

(4) Trustee shall take title to said promissory note and real estate mortgage for the purposes set forth hereinabove and shall hold the same under the fullest and broadest powers which a Trustee may be granted, including, without limitation: the right to accept funds on said promissory note and real estate mortgage; to release all, or a portion, of the property covered by said mortgage from the lien of said mortgage; to agree to the substitution of collateral for a part, or all, of the property covered by lien of said real estate mortgage; to declare the entire amount of the indebtedness evidenced by said promissory note and real estate mortgage to be immediately due and payable in the event of default in the provisions thereof and to institute any legal actions which he may deem necessary to effect the collection of the indebtedness evidenced by said promissory note and real estate mortgage; to satisfy said promissory note and real estate mortgage in the event the same is paid in full.

(5) This Agreement shall terminate at the end of five (5) full calendar years from the date hereof, unless sooner terminated by the mutual and written consent of the parties hereto. Upon termination, the Trustee shall pay over to the Settlers in an amount equal to said Settlor's percentage of interest in the principal and interest of all

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