

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 attorney's 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;

6. Mortgagor hereby assigns all rents, issues and profits of the mortgaged premises from and after any default hereunder, and in the event of default hereunder, Mortgagee at its option shall be entitled to the appointment of a receiver to enter upon and take possession of the mortgaged premises and to collect all rents, revenues, issues, income, products and profits thereof and apply the same as a court of competent jurisdiction may direct. The receiver shall have all rights and powers as conferred by applicable law, together with such other powers as the court making such appointment shall confer, with all expenses thereof, including but not limited to reasonable attorneys' fees, to be secured by this Mortgage.

7. It is agreed that the Mortgagor 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 Mortgagor shall fully perform all the terms, conditions, and covenants of this mortgage, and of the note and debt secured hereby, then this mortgage shall become utterly null and void, otherwise to remain in full force and effect;

8. The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

9. Mortgagor shall have the right at any time, and from time to time, to have portions of the mortgaged property released from the lien hereof at the rate of \$12,000.00 per acre, or a prorata portion of such \$12,000.00 for any fraction of an acre. Mortgagee shall promptly execute a valid and recordable release at the time of any such payment.

10. Mortgagee shall give Mortgagor written notice by certified mail, return receipt requested, of any default hereunder, and Mortgagee shall have a period of thirty (30) days from receipt of such notice to cure such default; provided, however, that the Mortgagor shall not refuse delivery of any such notice.

WITNESS my hand and seal, this 28th day of April, 1983.

Signed, Sealed and Delivered
in the Presence of:

[Signature]

Laird M. Rees

DUO-ENTERPRISES, a General Partnership

[Signature] (SEAL)
D.D. Williams, Jr., General Partner

X [Signature] (SEAL)
W.S. Neely, Jr., General Partner