

erected on said lot, or shall fail to assign the said policy or policies of insurance to the Mortgagee, its successors or assigns, the whole debt shall, at the option of the Mortgagee, its successors or assigns, become at once due and payable and this mortgage may be foreclosed by said Mortgagee, its successors or assigns.

It is agreed and covenanted by and between the said parties that if the said Mortgagor does not hold said premises by title in fee simple, or has not good right and lawful authority to sell, convey or encumber the same; or if said premises are not free and clear of all liens and encumbrances whatsoever; or if any suits have been begun or shall be begun affecting the same, or if any tax or assessment be made or levied upon the debt secured hereby or upon the Mortgagee, or its successors or assigns, for or on account of this loan, either by the State or County, or for any local purpose, the Mortgagee, or its successors, shall have the right to declare the entire indebtedness secured hereby at once due and payable and the Mortgagor or the person or persons claiming or holding under the Mortgagor, shall at once pay the entire indebtedness secured thereby.

And it is further agreed and covenanted by and between the said parties that until the debt hereby secured be paid, the said Mortgagor, his heirs, executors, administrators or assigns, shall and will pay all taxes or assessments on the property hereby mortgaged, and every part thereof, or on this mortgage or note secured hereby, promptly as they become due and before they become delinquent, and upon the Mortgagor's failure to so pay the said taxes, charges, public rates or assessments, the Mortgagee shall have the right to pay same ( and any sums so paid shall stand secured by this mortgage and bear interest from the date of payment until repaid at the rate of Seven per cent. per annum ), and reimburse itself for the same under the mortgage; and the Mortgagee may likewise, in case of such default, declare the entire debt due and payable.

And in case of default in the payment of said debt or interest thereon, and likewise in case of default in any of the agreements hereinabove set forth, the Mortgagor hereby assigns the rents and profits of the above described premises to the Mortgagee, and agrees that any Judge of the Circuit Court of said State may at Chambers, or otherwise, appoint a receiver with authority to take possession of said premises and collect the rents and profits, and after paying costs of collection, apply the proceeds to the payment of said debt, interest, costs and expenses, without liability, however, to account for anything more than the rents and profits actually collected.

And it is further agreed and covenanted between the said parties that in case the debt secured by this mortgage or any part thereof is collected by suit or action or this mortgage be foreclosed, or put into the hands of an attorney for collection, suit, action or foreclosure, the said Mortgagor, his heirs, executors, administrators or assigns, shall be chargeable with all costs of collection, including ten (10) per cent. of the principal and interest on the amount involved as attorney's fees, which shall be due and payable at once, which charges and fees, together with all costs and expenses, are hereby secured and may be recovered in any suit or action hereupon or hereunder.

Privilege is given to said party for the first part, his heirs or legal representatives to make additional payments on the principal sum of said note on any interest-payment date, in accordance however with the terms of such privilege as set forth in said note.

And it is further agreed and covenanted between the said parties hereto that in case the debt secured by this mortgage or any part thereof is collected by suit or action and this mortgage is foreclosed, the mortgaged premises shall be sold as a whole and not subdivided, and that the terms of the sale shall be for cash at time of sale.

And it is further covenanted and agreed between the said parties that no trees are to be cut on the within described premises, except for domestic purposes, and that no timber is to be removed from the within described premises without the written consent of the party of the second part, or its successors or assigns, nor is there to be any cupping for turpentine on the within described premises without the written consent of the party of the second part, its successors or assigns.

It is understood and agreed that due to the length of the description of the property herein conveyed and the insufficient space provided in the mortgage form, a rider containing a portion of said description is attached hereto and made a part of this instrument.

WITNESS \_\_\_ hand and seal this Second day of May in the year of our Lord one thousand nine hundred and forty, and in the one hundred and sixty-fourth year of the Sovereignty and Independence of the United States of America.

E. L. Martin (L. S.)

Signed, sealed and delivered  
in the presence of:

Sarah Ridgeway  
W. B. McGowan

(Over)