

TO HAVE AND TO HOLD, with force and effect, to the Mortgagee, its heirs, executors and assigns forever.

The Mortgagor covenants that he has and lawfully owns the premises described in fee simple absolute, that he has no other liens or encumbrances on the same, and that the premises are free and clear of all taxes, assessments, public charges, and further covenants to warrant and defend the same, from and against all claims, demands, suits, actions, judgments, decrees, orders, and proceedings, in law or equity, forever, from and against all persons, and shall be binding on the heirs, executors, administrators, successors and assigns of the Mortgagor.

The Mortgagor covenants and agrees to pay the principal and interest secured by

1. That he will promptly pay the principal and interest secured by the said note, at the times and in the manner therein provided.

2. That this mortgage shall secure the principal and interest on any sum or sums advanced hereafter, at the option of the Mortgagee, for the purpose of paying taxes, public assessments, repairs or other charges, or for any other purpose, and for the purpose of making advances, readvances or payments on behalf of the Mortgagor, and that all sums so advanced shall be repaid to the Mortgagee, and shall be payable on demand of the Mortgagee.

3. That he will keep the premises described herein insured against fire and other hazards, in such amounts as may be required by the Mortgagee, and shall be responsible to it, and that he does hereby assign to the Mortgagee all policies and renewals thereof shall be held by the Mortgagee, and all proceeds shall be paid in favor of, and in form acceptable to, the Mortgagee.

4. That he will keep all improvements on the premises in good repair, and should he fail to do so, the Mortgagee, upon entry upon said premises, make whatever repairs are necessary, and the cost thereof shall be added to the mortgage debt.

5. That the Mortgagor may designate any individual or individuals secured hereby to carry life insurance upon himself or herself, and to pay all premiums thereon, designating the Mortgagee as beneficiary, and the Mortgagee to pay the premiums thereon, the Mortgagee may, at its option, pay all premiums, and all sums so advanced by the Mortgagee shall be added to the mortgage debt.

6. That, together with the principal and interest, the Mortgagee shall receive, and interest payable under the terms of the note secured hereby, the amount of the first day of each month, until the indebtedness secured hereby is paid in full, an amount equal to one-twelfth of the annual taxes, public assessments and insurance premiums payable on the premises, and, on the failure of the Mortgagor to pay all taxes, insurance premiums and assessments, the Mortgagee may, at its option, pay said items and charge all advances therefor to the mortgage debt.

7. That he hereby assigns all the rents, issues, and profits of the mortgaged premises from and after any default hereunder, and should legal proceedings be instituted pursuant to this instrument, then the Mortgagee shall have the right to have a receiver appointed of the rents, issues, and profits, who, after deducting all charges and expenses attending such proceedings and the execution of his trust as receiver, shall apply the residue of the rents, issues, and profits toward the payment of the debt secured hereby.

8. That, at the option of the Mortgagee, this mortgage shall become due and payable forthwith if the Mortgagor shall convey any part of the mortgaged premises, or if the title shall become vested in any other person in any manner whatsoever other than by death of the Mortgagor.

9. 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 secured hereby, that then 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 of the note secured hereby, then, at the option of the Mortgagee, all sums then owing by the Mortgagor 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 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 thereby, and may be recovered and collected hereunder.

10. 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.

WITNESS my hand and seal this 30th day of April 1948

Signed, sealed, and delivered

*Miss Lillian Estelle Biggs* (SEAL)

in the presence of:

*Walter L. Brown*  
*W. L. Houston*

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