

TO HAVE AND TO HOLD, all and singular the said premises unto the Mortgagee, his heirs, successors and assigns forever.

The Mortgagor covenants that he is lawfully seized of the premises hereinabove described in fee simple absolute, that he has good right and lawful authority to sell, convey, or encumber the same, and that the premises are free and clear of all liens and encumbrance whatsoever. The Mortgagor further covenants to warrant and forever defend all and singular the said premises unto the Mortgagee forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

The Mortgagor covenants and agrees as follows:

1. That he will promptly pay the principal of and interest on the indebtedness evidenced by the said note, at the times and in the manner therein provided.
2. That he will keep the premises in as good order and condition as they are now and will not commit or permit any waste thereof, reasonable wear and tear accepted.
3. That he will keep the improvements now existing or hereafter erected on the mortgaged property insured as may be required from time to time by the Mortgagee against loss by fire and any other hazards specified by Mortgagee, in an amount not less than the mortgage debt, or in such amounts as may be required by the Mortgagee, and in companies acceptable to it, and that all such policies and renewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of, and in form acceptable to, the Mortgagee, and that he will pay all premiums therefor when due; and that he does hereby assign to the Mortgagee the proceeds of any policy insuring the mortgaged premises and does hereby authorize each insurance company concerned to make payment for a loss directly to the Mortgagee, to the extent of the balance owing on the Mortgage debt, whether due or not.
4. That he will pay, when due, all taxes, public assessments, and other governmental or municipal charges, fines or other impositions against the mortgaged premises.
5. That he will comply with all governmental and municipal laws and regulations affecting the mortgaged premises.
6. That this Mortgage shall secure the Mortgagee for such further sums as may be advanced hereafter, at the option of the Mortgagee, for the payment of taxes, insurance premiums, public assessments, repairs, or other purposes pursuant to the covenants herein, and that all sums so advanced shall bear interest at the same rate as the mortgage debt and shall be payable on demand of the Mortgagee, unless otherwise provided in writing.
7. That, at the option of the Mortgagee, this Mortgage shall become due and payable forthwith, if the Mortgagee shall convey away said mortgaged premises, or if the title shall become vested in any other person in any manner whatsoever other than by death of the Mortgagor, the failure of the Mortgagee to exercise the option hereby granted shall in no event be construed as a waiver of the Mortgagee's future right to exercise said option.
8. That he hereby assigns, all rents, issues, and profits of the mortgaged premises, then and after any default hereunder, and agrees that said rents, issues, and profits shall be applied pursuant to this instrument, and shall be paid to the Mortgagee, or to such other person appointed in writing by the Mortgagee, with full authority to take possession of the mortgaged premises and collect the rents, issues, and profits, including any and all amounts to be fixed by the Court in the event said premises are sold by the Mortgagee, and after deducting all charges and expenses, including such reasonable and proper expenses of his attorney or attorneys, shall apply the residue of the rents, issues, and profits toward the payment of the debt secured hereby.
9. If there is 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 recovery 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 paid out of the hand of an attorney at law or collection agency or other person, or should any expenses incurred by the Mortgagee, and a reasonable attorney's fee, shall thereupon become due and payable immediately on demand, at the option of the Mortgagee, to the party at law or collection agency, and may be enforced and collected as a debt.
10. It is agreed that the Mortgage shall be null and void, the premises above conveyed upon therefrom a default under this mortgage or in the note secured hereby, from the date of making of this instrument, that if the Mortgagee 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.
11. The covenants herein contained shall bind, and the benefits and advantage 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.