

**TO HAVE AND TO HOLD**, all and singular the said property unto the Mortgagor, its successors and assigns forever.

The Mortgagor covenants that he is lawfully seized of the premises hereinabove described in fee simple absolute (or such other estate, if any, as is stated hereinbefore), 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 encumbrances whatsoever except as herein otherwise recited. The Mortgagor further covenants to warrant and forever defend all and singular the premises as herein conveyed, unto the Mortgagor forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

**DATUM:** *[Signature]* **CO.:** *[Signature]*

The Mortgagor covenants and agrees as follows:

1. He will promptly pay the principal of and interest on the indebtedness evidenced by the said note, at the time and in the manner therein provided. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars (\$100.00), whichever is less.
2. Together with, and in addition to, the monthly payments of principal and interest payable under the terms of the note secured hereby, he will pay to the Mortgagor as trustee (under the terms of this trust as hereinafter stated) on the first day of each month until the said note is fully paid:
  - (a) A sum equal to the ground rents, if any, next due, plus the premium that will next become due and payable on policies of fire and other hazard insurance covering the mortgaged property, plus taxes and assessments next due on the mortgaged property (all as estimated by the Mortgagor, and of which the Mortgagor is notified) less all sums already paid thereon divided by the number of months to elapse before one month prior to the date when such ground rents, premium, taxes and assessments will become delinquent, such sums to be held by Mortgagor in trust to pay said ground rents, premium, taxes and special assessments.
  - (b) The aggregate of the amounts payable pursuant to subparagraph (a) and those payable on the note secured hereby, shall be paid in a single payment each month, to be applied to the following items in the order stated:
    - (i) taxes, special assessments, fire and other hazard insurance premiums;
    - (ii) interest on the note secured hereby; and
    - (iii) amortization of the principal of said note.
 Any deficiency in the amount of such aggregate monthly payment, shall, unless made good by the Mortgagor prior to the due date of the note such payment constitutes an event of default under this mortgage, and notwithstanding option provided, will pay a "late charge" not exceeding four per centum (4%) of the amount unpaid which may exceed thirty (30) days after the due date thereof, to cover the extra expense incurred in handling delinquent payments, but such "late charge" shall not be payable out of the proceeds of any sale made to satisfy the indebtedness secured hereby, unless such proceeds are sufficient to discharge the taxes, assessments and all private taxes and expenses accrued thereby.
  3. If the total of the payments made by the Mortgagor under (a) of paragraph 2 preceding shall exceed the amount of payments actually made by the Mortgagor as trustee for taxes or assessments or insurance premiums, as the case may be, such excess shall be credited on subsequent payments to be made by the Mortgagor for such items or, at the option of Mortgagor or trustee, may be refunded to the Mortgagor. If, however, such monthly payments shall not be sufficient to pay said items when the same shall become due and payable, then the Mortgagor shall pay to the trustee or trustee any amount necessary to make up the deficiency. Such payment will be made within twenty (20) days after written notice from the Mortgagor stating the amount of the deficiency, which notice may be given on demand. At the time of any such final settle to the Mortgagor in accordance with the provisions of the note secured hereby, and in view of the entire indebtedness represented thereby, the Mortgagor shall pay to the trustee the amount necessary to result in the account of the Mortgagor, any deficit remaining in the account of the trustee, and any surplus in the account of the trustee, shall be a debt due to the trustee, and the trustee shall be entitled to sue for the same.