

BOOK 1432 PAGE 882

It is hereby agreed, that should any default be made in the payment of interest on said first mortgage, and such interest remains unpaid and in arrears for ten days, or should any suit be commenced to foreclose said first mortgage, then the amount secured by this mortgage and the accompanying note shall become and be due and payable at any time thereafter at the option of the owner or holder of this mortgage.

It is further agreed, generally, that said mortgagee may, at its election, advance and pay any and all sums of money that in its judgement may be necessary to perfect title of said mortgaged premises or to preserve or defend the security intended to be given by this mortgage to advance and pay any and all installments or principal or interest on any and all prior mortgage liens and any and all sums of money so advanced and paid, shall bear interest at the rate of which was originally contracted for in this instrument, and they hereby are made part of the mortgage debt hereby secured. The mortgagors hereby expressly agree to pay all and singularly the sums of money together with said interest so advanced or paid by the holder hereof.

TOGETHER with all and singular the rights, members, hereditaments and appurtenances to the said premises belonging, or in anywise incident or appertaining.

To HAVE AND TO HOLD all and singular the said premises unto the said

Liberty Loan Corporation and assigns forever. And we do hereby bind ourselves and our heirs, executors, and administrators, to warrant and forever defend all and singular the said premises unto the said **Liberty Loan Corporation** and assigns, from and against all persons and their heirs, executors, administrators and assigns, and all other persons whomsoever lawfully claiming or to claim the same or any part thereof.

AND IT IS AGREED, by and between the said parties, that the said mortgagors, their heirs, executors or administrators, shall and will forthwith insure the house and building on said lot, and keep the same insured from loss or damage by fire in the sum of

Fourteen thousand seven hundred and 00/100-(\$14,700.00) dollars, and assign the policy of insurance to the said **Liberty Loan Corporation** or assigns. And in case he or they shall at any time neglect or fail so to do, then the said

Liberty Loan Corporation or assigns, may cause the same to be insured in its own name, and reimburse mortgagee for the premium and expenses of such insurance under the mortgage.

AND IT IS AGREED, by and between the said parties in case of default in any of the payments of interest or principal as herein provided for, the whole amount of the debt secured by this mortgage shall become due and payable at once.

AND IT IS FURTHER AGREED, That said Mortgagors, their heirs and assigns, shall pay promptly all taxes assessed and chargeable against said property, and in default thereof, that the holder of this mortgage may pay the same, whereupon the entire debt secured by this mortgage shall immediately become due and payable, if the mortgage shall so elect.

PROVIDED ALWAYS, NEVERTHELESS, and it is the true intent and meaning of the parties to these presents, that if We the said **Roy L. Kirksey and Sula Kirksey** do and shall well and truly pay, or cause to be paid unto the said

Liberty Loan Corporation the said debt or sum of money aforesaid, with interest thereon, if any shall be due, according to the true intent and meaning of the said note and condition thereunder written, then this deed of bargain and sale shall cease, determine and be utterly null and void. And the said mortgagor doth hereby assign, set over and transfer to the said mortgagee, his executors, administrators and assigns, all of the rents, issues and profits of the said mortgaged premises, accruing and falling due from and after the service of a summons issued in action to foreclose this mortgage after default in the conditions thereof.

0.88

4328 RV-2