

0109

TOGETHER with all and singular the rights, members, hereditaments, and appurtenances to the same belonging or in any way incident or appertaining, and all of the rents, issues, and profits which may arise or be had therefrom, and including all heating, plumbing and lighting fixtures and any other equipment or fixtures now or hereafter attached, connected, or fitted thereto in any manner; it being the intention of the parties hereto that all such fixtures and equipment, other than the usual household furniture, be considered a part of the real estate.

TO HAVE AND TO HOLD, all and singular the said premises unto the Mortgagee, his Heirs, Successors, Executors, Administrators, and Assigns forever, and the Mortgagor hereby binds himself and his Heirs, Successors, Executors, Administrators, and Assigns, to warrant and forever defend all and singular the said premises unto the said Mortgagee, his Heirs, Successors, Administrators, Executors, and Assigns from and against himself, his Heirs, Successors, Executors, Administrators and Assigns, and all persons whomsoever lawfully claiming or to claim the same or any part thereof, except as to easements and restrictions of record, if any.

And the undersigned Mortgagor, for himself, his Heirs, Successors, Administrators, Executors and Assigns, covenants and agrees, as a part of the consideration upon which this loan was obtained, as follows:

1. The words "mortgagor" and "mortgagee" herein, and the pronouns relating to them shall include all genders, the singular or plural, and persons or corporations.
2. He will pay all taxes, charges and assessments on or against the mortgaged premises before delinquency.
3. He will neither permit nor commit waste, alterations or removal of improvements now or hereafter thereon without the Mortgagee's written consent.
4. He will insure the buildings now or hereafter on the mortgaged premises for not less than full insurable value, and keep the same insured from loss or damage by fire, war damage and other hazards, including wind storm and tornado, and against such other casualties as the Mortgagee may require, and assign the policy to the Mortgagee, and pay the premium for such insurance.
5. Upon default in the payment of any part of principal or interest of the debt hereby secured, or upon failure to fulfill and perform any covenant or agreement in this mortgage contained, such default or failure shall operate as an express assignment of the rents and profits from the mortgaged premises and shall entitle the Mortgagee or the holder hereof to have a receiver appointed, in open court or at chambers, upon ex parte application, to take charge and possession of the premises and collect the rents and profits and apply the net proceeds upon the mortgage debt or any unpaid taxes, insurance or other assessment, cost or expense, without liability to account for more than the rents and profits actually received, less all costs and expenses.
6. On failure of the Mortgagor to pay taxes, assessments, etc., and insurance premiums, the Mortgagee shall have the right, but shall not be required, to pay the same and recover the amounts paid as a part of this mortgage debt with interest from the date of payment at the maximum rate permitted by law.
7. In the event of any change of ownership of all or any part of the mortgaged property other than by death, at the Mortgagee's option, this mortgage and the indebtedness it secures shall become immediately due and payable.
8. Upon any default, or failure, the Mortgagee, his Heirs, Successors or Assigns, or the holder hereof, shall have the option of declaring the entire debt secured hereby past due and the conditions of this mortgage broken, and shall have the right to immediately foreclose the same; but a failure to declare maturity for any one or more defaults or failures shall not be deemed a waiver of the right to invoke this acceleration clause for any subsequent default or failure.

4328 RV-2