

TO HAVE AND TO HOLD the same, together with all and singular the tenements, hereditaments and appurtenances thereof, including all fixtures now or at any time hereafter attached to or used in any way in connection with the use, operation and occupation of said premises unto the mortgagee and its successors and assigns forever. Provided always, and this mortgage is upon this express condition, that if mortgagor shall pay the note or obligation hereinbefore referred to and the indebtedness evidenced thereby, and all other sums secured by this mortgage, and shall fully do, perform, comply with, and abide by all the covenants and agreements of said note and this mortgage, then these presents shall be void, and the estate hereby granted shall cease and determine, and the mortgagee will execute and deliver to the mortgagor a suitable instrument to enable the mortgagor to cause this instrument to be discharged of record. It is agreed, however, that all expenses incurred in effecting such discharge shall be borne by mortgagor.

This mortgage is made, however, subject to the following covenants, conditions and agreements:

FIRST: That the mortgagor agrees to pay the indebtedness with interest as in said note provided.

SECOND: That the mortgagor agrees to pay as the same become due and payable all taxes, assessments and other charges imposed by law upon said premises or any part thereof including the mortgagee's interest therein and upon this mortgage or the note or indebtedness secured hereby, provided that should the amount of such taxes, assessments and other charges paid for the mortgagee under this paragraph together with the interest on the indebtedness exceed the highest interest rate permitted by law on the indebtedness then owing, mortgagor shall not be liable to pay any of such excess over the highest legal rate.

THIRD: That the mortgagor agrees to pay all other debts that are now or may become liens upon or charges against said premises, and not to permit any lien of any kind to accrue and remain on said premises, or the improvements thereon, which might take precedence over the lien of this mortgage. The mortgagor further agrees not to create any lien on said premises junior hereto unless the person entitled to the benefits thereof shall have agreed that the time for the payment of the indebtedness hereby secured and the manner and amount of payment thereof and the benefits of the security afforded hereby may, without consent of such person and without any obligation to give notice of any kind thereto, be extended, reextended, accelerated, suspended and refunded on any terms whatsoever without in any manner affecting the priority of the lien hereby created, as security for the payment of the indebtedness secured hereby or any obligation substituted therefor or issued to refund same.

FOURTH: That the mortgagor agrees to keep said premises and the improvements thereupon in good condition and repair and not to commit or suffer waste thereof, and neither to remove nor permit the removal of any marketable timber or any oil, gas, mineral, stone, phosphate rock, fire clay, fertilizer, gravel or soil, and neither to do nor to permit any prospecting, quarrying, mining, drilling or excavating thereon, and to procure, maintain and deliver, premiums paid, to the mortgagee policies of insurance against such hazards on the buildings now or hereafter located on said premises as the mortgagee may from time to time require, in such companies and in such amount and in such form and with such loss payable clauses as shall be satisfactory to the mortgagee. The mortgagee is authorized to assign and deliver said policies to any purchaser of this mortgage or to the purchaser of said premises at any foreclosure sale. In event of loss the mortgagee is expressly authorized and empowered to settle or compromise claims under said policies, and the proceeds from said policies as well as any other policies procured by the mortgagor shall be paid to the mortgagee who at its sole discretion may apply same or a part thereof on account of the indebtedness secured hereby whether or not then due and payable, or may apply the same or any part thereof towards the alteration, reconstruction or repair of said buildings, either to the portion damaged or any other portion thereof, or release same to the mortgagor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

FIFTH: That in the event the mortgagor shall fail to procure, maintain and deliver the insurance policies, premiums prepaid, or to pay as the same become due and payable, any tax or assessment imposed by law upon said premises or any part thereof, or the note or indebtedness secured hereby, or to pay any lien, claim or charge against said premises which might take precedence over the lien of this mortgage, the mortgagee may, without notice or demand, insure any of the buildings and pay the cost of such insurance and pay any of said taxes, assessments, liens, claims and charges, or any part thereof, or redeem from the sale of said premises for any taxes or assessments (irregularities in the levy or imposition of any tax or assessment being expressly waived), or redeem from the sale of said premises resulting from the enforcement of any such lien, claim or charge, and the mortgagor hereby agrees immediately to repay to the mortgagee, without notice or demand, any sums so paid with interest thereon at the same rate as specified in the note secured hereby on the principal thereof after default and maturity, and all sums paid by the mortgagee with interest shall become a part of the indebtedness secured hereby, and in default of immediate repayment thereof by the mortgagor the whole indebtedness secured hereby shall at the option of the mortgagee become due and payable forthwith without notice.

SIXTH: That the mortgagor agrees to pay on demand all expenses and attorneys' fees incurred by the mortgagee by reason of litigation with third parties to protect the lien of this mortgage and all moneys so paid by the mortgagee, including any expense incurred in procuring or continuing abstracts of title and title policies and searching the records for the purposes of such litigation, shall bear interest at the same rate as specified in the note secured hereby on the principal thereof after default and maturity, and any such sums so paid with interest thereon shall constitute a lien upon said premises and be secured by this mortgage and in default of immediate repayment thereof by the mortgagor after demand, the whole indebtedness secured hereby shall at the option of the mortgagee become due and payable forthwith without notice.