

A one-half ($\frac{1}{2}$) undivided interest in a well, well pump and pump fixtures which was conveyed to mortgagor herein by John G. Davis by deed which has been recorded in said R. M. C. Office in Deed Book 498, page 150; together with all other rights, privileges and easements granted and conveyed to mortgagor herein in said last mentioned deed, which rights, privileges and easements are more particular set forth in said last mentioned deed.

This is a third mortgage over the above described property. The assoc. has two real estate mortgages which were given to it by mortgagor herein in the respective amounts of \$3,400.00 and \$500.00, dated respectively April 3, 1954 and Dec. 15, 1958 and recorded in said office respectively in R. E. Mtg. Book 593, page 181, and R. E. Mtg. Book 769, page 239.

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 Premises before mentioned unto the said WOODRUFF FEDERAL SAVINGS AND LOAN ASSOCIATION, its successors and assigns forever.

And I do hereby bind myself and my Heirs, Executors and Administrators to warrant and forever defend all and singular the said Premises unto the said WOODRUFF FEDERAL SAVINGS AND LOAN ASSOCIATION, its successors and assigns, from and against me and my Heirs, Executors, Administrators and Assigns, and every person whomsoever lawfully claiming or to claim the same or any part thereof.

And I do hereby agree to insure the house and buildings now or hereafter erected on said lot in a sum not less than THIRTY-FIVE HUNDRED (\$3,500.00) Dollars fire insurance and not less than THIRTY-FIVE HUNDRED (\$3,500.00) Dollars tornado insurance, in a company or companies acceptable to the mortgagee, and to keep same insured from loss or damage by fire or windstorm, and do hereby assign said policy or policies of insurance to the said mortgagee, its successors and assigns; and in the event I should at any time fail to insure said premises, or pay the premiums thereon, then the said mortgagee, its successors and assigns, may cause the buildings to be insured in MY name, and reimburse itself for the premiums and expense of such insurance under this mortgage, with interest.

And I do hereby agree to pay all taxes and other public assessments against this property on or before the first day of January of each calendar year, and to exhibit the tax receipts at the offices of the WOODRUFF FEDERAL SAVINGS AND LOAN ASSOCIATION, immediately upon payment, until all amounts due under this mortgage have been paid in full, and should I fail to pay said taxes and other governmental assessments, the mortgagee may, at its option, pay same and charge the amount so paid to the mortgage debt, and collect same under this mortgage, with interest.

And it is hereby agreed as a part of the consideration for the loan herein secured, that the mortgagor shall keep the premises herein described in good repair, and should I fail to do so, the mortgagee, its successors or assigns, may enter upon said premises, make whatever repairs are necessary, and charge the expenses for such repairs to the mortgage debt and collect same under this mortgage, with interest.

And I do hereby assign, set over and transfer unto the said WOODRUFF FEDERAL SAVINGS AND LOAN ASSOCIATION, its successors and assigns, all the rents and profits accruing from the premises hereinabove described, retaining, however, the right to collect said rents so long as the payments herein set out are not more than thirty days in arrears, but if at any time any part of said debt, interest, fire insurance premiums or taxes, shall be past due and unpaid, said mortgagee may (provided the premises herein described are occupied by a tenant or tenants), without further proceedings, take over the property herein described, and collect said rents and profits and apply same to the payment of taxes, fire insurance, interest, and principal without liability to account for anything more than the rents and profits actually collected, less the costs of collection; and should said premises be occupied by the mortgagor herein, and the payments hereinabove set out

become past due and unpaid, then I do hereby agree that said mortgagee, its successors and assigns, may apply to any Judge of the Circuit Court of said State, at Chambers or otherwise, for the appointment of a Receiver, with authority to take charge of the mortgaged premises, designate a reasonable rental, and collect same and apply the net proceeds thereof (after paying costs of collection) upon said debt, interests, taxes and fire insurance, without liability to account for anything more than the rents and profits actually collected.

PROVIDED, ALWAYS, nevertheless, and on this EXPRESS CONDITION, that if I the said mortgagor, MY heirs, or legal representatives, shall on or before the first day of each and every month, from and after the date of these presents, pay or cause to be paid to the WOODRUFF FEDERAL SAVINGS AND LOAN ASSOCIATION, its successors or assigns, the monthly installments, as set out herein