

TO HAVE AND TO HOLD - Deed of Trust

The Mortgagor agrees that the sum of \$10,000.00, or so much thereof as may be required, shall be paid by him to the Mortgagee on the 21st day of July, 1975, and thereafter, at the rate of interest of 10% per annum, as calculated in the manner and manner determined by the terms and conditions of the Mortgage, and that the Mortgagee may require payment of the principal sum at any time.

The Mortgagor covenants and agrees as follows:

1. That he will promptly pay the principal amount of the indebtedness secured by the said note at the times and in the manner there specified;
2. That this instrument shall secure the Mortgagee for such further sums as may be advanced hereafter at the option of the Mortgagee for the payment of taxes, insurance premiums, public assessments, repairs or other purposes pursuant to the covenants herein contained, and further, unusual advances, redemptions or credits that may be made hereafter to the Mortgagee by the Mortgagee, and that all sums so advanced shall bear interest at the same rate as the Mortgage, until paid in full, or until demanded of the Mortgagee, unless otherwise provided in writing;
3. That he will keep in repair the Mortgagee's property now existing or hereafter erected on the mortgaged premises, or may be required from time to time by the Mortgagee against loss by fire and other hazards in such amounts as may be required by the Mortgagee, and in companies acceptable to it, and that he does hereby assign to the Mortgagee all such policies and renewals thereof shall be held by the Mortgagee and have attached thereto as payable to the Mortgagee in full, and if in any event the Mortgagee should in the event of loss or damage, by fire or other hazards the Mortgagee may, at its option, apply the proceeds of the insurance to the mortgage indebtedness or to the cost of repairing or repairing the property damaged;
4. That he will keep all improvements now existing or hereafter erected upon the mortgaged property in good repair, and in the case of an intention for construction, that he will continue construction until completion with due interruption, and should he fail to do so, the Mortgagee may, at its option, enter upon said premises, make whatever repairs are necessary, including the completion of any construction already underway, and charge the expenses for such repairs or the completion of such construction to the mortgage debt;
5. That the Mortgagee may require the maker, holder or endorser of any indebtedness secured hereby to carry his or its name itself in a sum sufficient to cover the sum secured by the mortgage, during the Mortgage as beneficiary, and as agent thereof, and, upon failure of the Mortgagee to pay the premiums therefor, the Mortgagee may, at its option, pay said premiums, and all sums so advanced by the Mortgagee shall become a part of the mortgage debt;
6. That, together with and in addition to the regular payments of principal and interest payable under the terms of the note secured hereby, he will pay to the Mortgagee on the first day of each month, until the indebtedness secured hereby is paid in full, the amount of one third of the annual taxes, public assessments and insurance premiums, to be paid by the Mortgagee, and, on the failure of the Mortgagee to pay all taxes, insurance premiums and public assessments, the Mortgagee may, at its option, pay said items and charge all advances thereto to the mortgage debt;
7. That he hereby assigns all the rents, issues, and profits of the mortgaged premises from and after any default hereunder, and should legal proceedings be instituted pursuant to this instrument, then the Mortgagee shall have the right to have a receiver appointed in the name of the Mortgagee, who, after deducting all charges and expenses attorney, suit and advertising, of the amount of the debt, or less, shall apply the residue of the rents, issues and profits toward the payment of the debt, and the like;
8. That at the option of the Mortgagee the entire amount then due and payable under this instrument, the Mortgagee may have the same discharged in witness, or if the same shall be unavailed in any other person or firm incorporated, then the same shall be paid to the Mortgagee;
9. It is agreed that the Mortgagee shall hold and/or let the premises above described until there is a default under this mortgage or in the note secured hereby. It is the true meaning of this instrument that if the Mortgagee shall fully perform all the terms, conditions, and covenants of this mortgage and of the note secured hereby, that then this mortgage shall be entirely null and void, except as to the amount in full force and value. If there is a default in any of the terms, conditions or covenants of this instrument or of the note secured hereby, then, at the option of the Mortgagee, and subject to the assignment by the Mortgagee to the Mortgagee shall become immediately due and payable, and this mortgage may be foreclosed. Should any legal proceedings be instituted for the foreclosure of this mortgage, or should the Mortgagee become a party to any suit involving this Mortgage or the title to the premises described herein, it should the debt secured hereby or any part thereof be placed in the hands of an attorney at law for collection, or suit, or otherwise, all costs and expenses incurred by the Mortgagee, and a reasonable attorney's fee, shall thereupon become due and payable immediately or on demand, at the option of the Mortgagee, as a part of the debt secured hereby, and may be recovered and collected hereunder;
10. The covenants herein contained shall bind, and the benefits and advantages shall accrue to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

WITNESS my hand and seal this 21st day of

July

, 1975.

Signed, sealed, and delivered
in the presence of:

Glenda P. Bybee
Claude P. Hudson

James H. Styron Jr. (SEAL)

Virginia M. Styron (SEAL)

(SEAL)

(SEAL)