

TOGETHER with all the easements, ways, rights, privileges and appurtenances, now or hereafter arising, tenanted to, and subject to, the proprietors and buildings, as and in relation thereto, and together also with all such other wayward properties, as to his saids rearing, levies, rents, straits, assessments, taxes, premiums, insurance, gas and electric supply, and all bearing, advertising, complaints, and righting taxes, improvements and appurtenances, now or hereafter established or created in connection with said property, all of which may be deemed realty and received by this mortgage, and all of the income, rents, and profits which may arise or be had from any part or part of said property.

TO HAVE AND TO HOLD the property above described, together with all and singular the rights, privileges, tenements, appurtenances, and improvements unto the said Mortgagor, its successors or assigns forever.

And the said Mortgagor does hereby covenant and represent unto the said Mortgagor, its successors or assigns, that he is lawfully seized in fee of the property above described, and that the property is free from all encumbrances

except a mortgage to None

that he has a good and lawful right to, and conveys the same as aforesaid, that he will warrant and defend the title to the said property against the lawful claims and demands of all persons whomsoever. And the said Mortgagor does further covenant and agree to pay all taxes due and to become due on the property above described, and assessments for street or other improvements, and keep the buildings thereon insured against loss by wind, storm, fire, and such other accidents as may be reasonably to be apprehended by the Mortgagor, its successors or assigns, in such responsible insurance companies or companies as shall be satisfactory to the Mortgagor, its successors or assigns, in an amount satisfactory to said Mortgagor, its successors or assigns, with a deductible and subrogation clause satisfactory to the Mortgagor attached to said policy or policies of insurance. In case of loss and payment by any insurance companies, the amount of the insurance money paid shall be applied either on the indebtedness secured hereby, or in retarding and restoring the damaged buildings as the Mortgagor may elect. And it is further agreed that in the event that the Mortgagor shall fail to pay any unpaid taxes, assessments for street or other improvements and insurance as aforesaid, then the Mortgagor or its successors or assigns are hereby authorized to do so and to pay the same, and the same so paid shall stand secured by this mortgage, and shall bear interest from the date of payment at the rate of six per cent per annum.

It is further covenanted and agreed that the said Mortgagor will procure or cause to be procured from some credible and respectable company a policy or policies of insurance of a kind and amount satisfactory to said Mortgagor on the life of some person or persons to said Mortgagor as an insurable risk, and will pay or cause to be paid, as they become due, while the debt herein secured remains unpaid, all premiums on said policy or policies, and, as additional collateral for the indebtedness hereinafter secured, will keep said policy or policies constantly assigned to said Mortgagor, in accordance with the terms of this loan, or its assignments.

BUT THIS COVENANT IS UPON THIS CONDITION That if the said Mortgagor shall well and truly pay or cause to be paid unto the said Mortgagor, its successors or assigns, the said debts and sums of money aforesaid, with interest thereon, they shall be free, according to the true intent and meaning of this instrument and of said note and the conditions therein written, then this deed of bargain and sale shall cease and be void; otherwise, it shall remain in full force and authority.

And it is also covenanted and agreed that upon default in the payment of said promissory note above described, or on our failure to pay the said taxes, assessments for street or other improvements and insurance as agreed, or on failure of the Mortgagor to keep and perform any of the covenants or conditions herein, then, or in any one of these events, the whole amount of the indebtedness hereby secured, at that time unpaid shall, at the option of the lawful owner and holder of said note and of this security to, and become due and collectible at once, anything heretofore or in said note contained to the contrary notwithstanding; such option to be exercised without notice.

And it is further covenanted and agreed that in case any installment is not paid when due or within five days thereafter, the further sum of five per centum on the installment then due shall be paid by the Mortgagor or the person or persons claiming through or under the Mortgagor, as a delinquency charge.

And it is covenanted and agreed that the said Mortgagor does hereby assign, set over and transfer to the said Mortgagor, its successors or assigns, all of the rents, issues and profits of the said mortgaged premises accruing and falling due from and after the service of summons issued in an action to foreclose this mortgage after default in the conditions thereof. And it is further agreed that in the case of foreclosure of this mortgage, by suit or otherwise, the Mortgagor shall recover of the Mortgagor the expense of advertising, selling and conveying, including reasonable attorneys fees and other reasonable costs of foreclosure, which shall be secured by this mortgage, and shall be included in judgment of foreclosure.

And it is covenanted and agreed that no failure of the Mortgagor or its successors or assigns to exercise any option to foreclose the maturity of any debt secured by this mortgage, shall be taken or deemed as a waiver of its right to exercise such option, or to declare such forfeiture, either as to any past or present default, and it is further agreed that no terms or conditions contained in this mortgage can be waived, altered or changed except as evidenced in writing and signed by all parties hereto.

All appraisements and contested laws are hereby expressly waived.

WITNESS the hand and seal of the Mortgagor, the day and year first above written.

Signed, sealed and delivered
in the presence of

John L. Chapman

A. Marvin Frattellum

Betty E. Chapman (formerly Betty Bolle)

(L.S.)

(L.S.)

4328 RV.25