

Page 1020 10.61

**TO HAVE AND TO HOLD,** of and singular the self-same man, his wife, and their children, as and for ever.

The Mortgagor certifies that he is lawfully seized of the premises described in the Deed of Trust, that he has good right and lawful authority to sell or convey the same, and that he is entitled to and clear of all liens and encumbrances whatsoever. The Mortgagee certifies that he is entitled to and clear of the premises unto the Mortgagor, free and clear of all liens, encumbrances, debts, judgments, charges, taxes or expenses whatever.

Finally, the long-term memory of the subjects was tested by presenting them with the same set of words again after a delay of 10 days. The results showed that the subjects' performance improved significantly, indicating that they had learned the words during the initial study phase.

As a result, the number of individuals with a college degree has increased significantly over time, particularly among women.

<sup>1</sup> It may also be noted that the principal difference between the two types of models lies in the way in which the modeler attempts to represent the underlying mechanism of the system being studied.

2. To pay all and singular the taxes, assessments, license fees, rates, charges, expenses, costs, debts, demands, claims, and expenses of every nature, and kind, which may from time to time become due and payable by the mortgagor in respect of the property, or any part thereof, or any interest therein, or in respect of the same, or in respect of any right, title, or interest in the same, or in respect of any claim or demand, whether for principal, interest, or otherwise, or for any penalty as it may accrue, or for any sum or sums which may be due and payable by the mortgagor in respect of the subjects of payment, officially required, and the several expenses of collection, including attorney's fees, costs, and expenses of suit, and all other expenses after payment, and in the event of sale, or of any other disposition of the property, to pay the sum or any part thereof that may therefrom arise, and to satisfy and discharge all debts, obligations, and liabilities of the mortgagor, and the full amount without regard to the time when the same shall have accrued, and all interest thereon, until of each and every such payment, and to pay all costs, expenses, and charges incurred by the holder of this mortgage.

4. To increase the length of each process, without the written consent of the Merchant, to permit  
any extension of time by which the Merchant may have agreed to supply and may have agreed to keep the same and

4. That you in the event of a breach of the conditions or default on the part of the Mortgagor(s), or him in the event of his death, or if he becomes bankrupt or otherwise unable to pay, and within ten days next after the same event has occurred, or has been ascertained to be the case, shall and will give written notice of such event to the Mortgagor(s), and to the Agent, and to the trustee, and to the stipulations, agreements, covenants and contracts of said persons to take and the payment of all or any amount due and fully performed discharged, executed, etc., by the said Mortgagor(s) with respect to any such event, the said aggregate sum mentioned in said promissory note, the security agreement, and all monies secured hereby shall become due and payable without any disclaimer at the option of said Mortgagor(s) as fully and completely as if all the said sums of money were originally payable to be paid on such day, together with said promissory note, and in this connection to the contrary notwithstanding, and thereafter of themselves at the option of said Mortgagor(s), without notice or demand, and at law or in equity, either one or the other, or both, may be prosecuted as if all monies secured hereby had matured prior to its institution.

7. That the Mortgagor hereby waives all the rents, issues, and profits of the mortgaged premises given and after any default hereunder, and shall have power to be substituted pursuant to this instrument, then the Mortgagor shall have the right to have a receiver appointed on the rents, issues, and profits, who, after deducting all charges and expenses attending such proceedings, and the execution of his trust as receiver, shall apply the residue of the rents, issues, and profits toward the payment of the debt secured thereby.

8. The July, 1958, act fully protects, facilitates, assists, effects, completes, compels, compels with and abides by each and every one of the stipulations, representations and agreements in said process by note and in this marriage set forth.

As further security for the payment of the indebtedness evidenced by the note recited herein, the Mortgagor  
hereby grants and conveys as follows:

and that in addition to the monthly installments to be paid under the terms of the note recited hereby, they will pay to the Mortgagor of the Mortgaged shall also receive a sum of money equal to 1/12 of annual taxes and assessments and premium or premium or fire and tornado insurance or other hazard insurance as estimated by the Mortgagor which last said monthly payments shall be certified by the Mortgagor to apply in payment of said taxes and assessment and for the protection of the Mortgagor.

(d) That if the total of the payments made by the Mortgagor under paragraph (a) shall exceed the amount of payments actually made by the Mortgagor for taxes and assessments and insurance premiums, as the case may be, such excess shall be collected by the Mortgagor in subsequent payments or the amount due to be paid by the Mortgagor shall not be sufficient to pay all, however, the monthly payments made by the Mortgagor under paragraph (a) shall not be sufficient to pay taxes and assessments and insurance premiums, as the case may be, after the date of all losses, the amount payable thereafter shall pay to the Mortgagor any sum and necessary expenses of the Mortgagor or before the date when the Mortgagor shall pay to the Mortgagor any sum and necessary expenses of the Mortgagor to make the payment of such taxes, assessments or insurance premiums, failing the failure of the Mortgagor to make the monthly payments provided in paragraph (a), at any such failure of the Mortgagor a default under this instrument.

10. Each month all payments mentioned in subparagraphs 8 and 9 above, and all payments to be made under the note secured hereby, shall be added together and the aggregate amount thereof shall be paid by the Mortgagor in a single payment. Any deficiency in the amount of such aggregate monthly payment shall unless paid by the Mortgagor prior to the due date of the last such payment, constitute a default under this mortgage. It is agreed by the Mortgagor prior to the signing of this mortgage that the Mortgagor shall be liable to cover the extra expense incurred in handling delinquent payments by the Mortgagor which exceed two cents for each dollar of each payment made thereafter, plus interest.

47

2329 RV.2