

Together with all and singular the rights, members, hereditaments, and appurtenances to the same belonging or in any way incident or appertaining, and all of the rents, issues, and profits which may arise or be had, therefrom, and including all heating, plumbing, and lighting fixtures and any other equipment or fixtures now or hereafter attached, connected, or fitted thereto in any manner it being the intention of the parties hereto that all such fixtures and equipment, other than the usual household furniture or trade fixtures, be considered a part of the real estate; and all of the foregoing together with the above described real estate (or the leasehold estate in the event this Mortgage is on a leasehold) are hereinafter sometimes referred to as the "mortgaged property."

TO HAVE AND TO HOLD all and singular the said premises unto the Lender, its successors and assigns forever.

The Borrower covenants that he is lawfully seized of the premises hereinabove described in fee simple absolute, that he has good right and lawful authority to sell, convey, or encumber the same, and that the premises are free and clear of all liens and encumbrances whatsoever. The Borrower further covenants to warrant and forever defend all and singular the premises unto the Lender forever, from and against the Borrower and all persons whomsoever lawfully claiming the same or any part thereof.

The Borrower further covenants and agrees as follows:

1. To promptly pay the principal of and interest on the note and the other Obligations secured hereby at the times and in the manner therein provided.

2. To keep the improvements now existing or hereafter erected on the mortgaged property insured as may be required from time to time by the Lender against loss by fire and other hazards, in such amounts as may be required by the Lender, and in companies acceptable to it, and that he does hereby assign to the Lender all such policies, and that all such policies and renewals thereof shall be held by the Lender and have attached thereto loss payable clauses in favor of, and in form acceptable to the Lender. At the option of the Lender, the proceeds of loss under any policy whether endorsed payable to the Lender or not, may be applied in payment of the principal, interest or any other sum secured by this instrument whether due or not; or to the restoration or replacement of any building on said premises without in any way affecting the lien of this instrument or the obligation of the Borrower or any other person for payment of any of the Obligations hereby secured.

3. To pay when due all taxes, public assessments, and other charges upon or assessed against the mortgaged property.

4. To keep all improvements now existing or hereafter erected upon the mortgaged property in good repair, and should he fail to do so, the Lender may, at its option, enter upon said premises, make whatever repairs are necessary, and charge the expenses for such repairs to the mortgage debt; that he shall not permit or commit waste, impairment, or deterioration of the mortgaged property and shall comply with the provisions of any lease if this Mortgage is on a leasehold, and with all laws, ordinances, regulations and requirements of any governmental body applicable to the mortgaged property; that, in the event that the proceeds of this loan are for the construction of improvements on the mortgaged premises, he will continue construction until completion without interruption, and should he fail to do so, the Lender may, at its option, enter upon said premises, complete said construction work, and charge the expenses for the completion of such construction to the mortgage debt; and/or the Lender may declare the indebtedness secured hereby due and payable if the Borrower shall permit such construction to be and remain interrupted for a period of fifteen (15) days.

5. That the Lender may require the maker, co-maker or endorser of any indebtedness secured hereby to carry life insurance upon himself in a sum sufficient to pay all sums secured by this mortgage, designating the Lender as beneficiary thereof, and, upon failure of the Borrower or other insured to pay the premiums therefor, the Lender may, at its option, pay said premiums.

6. In the event he fails to perform at the required time the affirmative acts required by paragraphs 2 through 5, the Lender may (but is not obligated to do so) advance funds for payment of said obligations of the Borrower, and all sums so advanced, together with any other loans, advances, readvances or credits that may be made hereafter to the Borrower by the Lender under the Note or any other Obligation secured by this Mortgage, shall bear interest at the same rate as the note in question and shall be repayable on demand of the Lender, unless otherwise provided in writing.

7. That in addition to any other rights or remedies it might have hereunder, the Lender may, at its option require the Borrower to pay the Lender on the first day of each month, until the Obligations secured hereby are paid in full, a sum equal to one-twelfth of the annual taxes, public assessments and insurance premiums, as estimated by the Lender on the mortgaged premises; and, on the failure of the Borrower to pay all taxes, insurance premiums and public assessments, the Lender may, at its option, pay said items and charge all advances therefor to the mortgage debt as set forth in paragraph 6 above.

8. All awards, proceeds or damages, direct or consequential, in connection with any condemnation or injury to the property, or part thereof, or for conveyances in lieu of condemnation, are hereby assigned and shall be paid to Lender to the extent of the sums secured by this Mortgage. Lender is hereby authorized in the name of Borrower to execute and deliver valid acquittances thereof and may appeal from any such award. Lender at its option shall apply such awards, proceeds or damages to restoration of the mortgaged property or to the reduction of the principal of the Note or to the reduction of the principal of any other Obligations secured hereby, if any. Any such application to principal shall not extend or postpone the due date of the scheduled installments due under the Note or any other Obligation secured hereby, or change the amount of such installments.

9. That, at the option of the Lender, the indebtedness secured by this Mortgage shall become due and payable if, without the written consent of the Lender, the Borrower shall convey away the mortgaged premises, or if the title shall become vested in any other person in any manner whatsoever except (a) a transfer by devise or descent, (b) the creation of any lien or encumbrance subordinate to this mortgage or (c) the granting of any leasehold interest of three (3) years or less not containing an option to purchase. It is understood and agreed that in consideration for the consent of the Lender to any transfer of title to the mortgaged premises, the Lender at its option may charge a loan transfer fee and/or require changes in the rate of interest, term of loan, monthly payments of principal and interest and other terms and conditions of this mortgage and/or the Note secured hereby.

10. That the rights of the Lender arising under the clauses and covenants contained in this Mortgage shall be separate, distinct and cumulative and none of them shall be in exclusion of the others; that the invalidity of one or more of the clauses and covenants contained herein shall not in any way affect the validity or enforceability of the remaining provisions herein contained; and that no act of the Lender shall be construed as an election to proceed under any one provision herein to the exclusion of any other provision or as otherwise provided by law, anything herein or otherwise to the contrary notwithstanding.

11. In the event of default by the Borrower under the terms of the Note, or in the performance of any of the covenants or conditions of this Mortgage or in any other Obligations or indebtedness secured hereby, in addition to any other rights or remedies which the Lender may have by virtue of the provisions hereof or by law, the Lender shall have the right at any time after such default to enter upon and take possession of said premises, and as a Lender-in-Possession to let the said premises, and receive all the rents, issues and profits thereof, which are overdue, due or to become due,

RECEIVED

4328 RI-2