1240 PAGE 728

TO HAVE AND TO HOLD all and singular the said premises unto the Mortgages, its successors and assigns to rever

The Mortgagor covenants that he is lawfully seized of the premises hereinabove described in few 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 Mortgagor further covenants to warrant and torever defend all and singular the premises unto the Mortgagor forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

The Mortgagor covenants and agrees as follows:

- 1. That he will promptly pay the principal of and interest on the indebtedness evidenced by the said notes, at the times and in the manner therein provided, or as modified or extended by mutual agreement in writing.
- 2 That this mortgage 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 of other purposes pursuant to the covenants herein, and also any further loans, advances, readvances or credits that may be under hereafter to the Mortgagor by the Mortgagee, and for any other or further obligation or indebts does one to the Mortgagee by the Mortgagor at any time hereafter; and that all sums so advanced shall bear interest at the same rate as the Mortgage debt and shall be payable on demand of the Mortgagee, unless otherwise provided in writing; and the lien of this mortgage securing such advances and readvances shall be superior to the region of the holder of any intervening lien or encumbrance.
- Without affecting the liability of any person obligated for the payment of any indebtedness secured octeon and without affecting the rights of the Mortgagee with respect to any security not expressly released a writing, the Mortgagee may at any time, without notice or consent, make any agreement extending the time of other wise altering the terms of payment of the indebtedness secured hereby.
- I that he will keep the improvements now existing or hereafter erected on the mortgaged property insured a many or reported from time to time by the Mortgagee against loss by fire and other hazards, casualties and reconstruction such amounts and for such periods as may be required by the Mortgagee and will pay promptly some that are premiums on such insurance provision for payment of which has not been made hereinbefore. All mentages study of carried in companies approved by the Mortgagee and the policies and renewals thereof shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be excent of loss Mortgagor will give immediate notice by mail to the Mortgagee, who may make there if the make payment for such loss directly to the Mortgagee instead of to the Mortgagor and Mortgagee and the make payment for such loss directly to the Mortgagee instead of to the Mortgagee at its option either to the contact the material payment for such loss directly to the restoration or repair of the property damaged in event of loss council this mortgage or other transfer of title to the Mortgaged property in extinguishment of the mortgage or other transfer of title to the Mortgagor in and to any insurance policies them as local shall pass to the purchaser or grantee.
- 5. That he will keep all improvements now existing or hereafter erected upon the mortgaged property in now repair and in the case of a construction loan, that he will continue construction until completion without interruption, and should be fail to do so, the Mortgagee may, at its option, enter upon said premises, make whate ever repairs are necessary, including the completion of any construction work underway, and charge the expenses to such repairs or the completion of such construction to the mortgage debt.
- to That the Mortgagee may require the maker, co-maker or endorser of any indebtedness secured hereby to care the insurance upon himself in a sum sufficient to pay all sums secured by this mortgage, designating the Mortgagee as beneficiary thereof, and, upon failure of the Mortgager 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 pays of mortgage debt
- That together with, and in addition to, the monthly payments of principal and interest payable under the secure of the note secured hereby, he will pay to the Mortgagee, on the first day of each month, until the indertexaction of the note secured hereby is paid in full, a sum equal to one-twelfth of the annual taxes, public assessments and insurance premiums as estimated by the Mortgagee, and, on the failure of the Mortgager to pay all taxes, insurance premiums and public assessments, the Mortgagee may at its option, pay said items and charge all advances there the mortgage debt. These monthly escrow payments will not bear interest to the mortgagor(s)
- E 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 Mortgages shall out the right to have a receiver appointed of 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 hereby.
- That at the option of the Mortgagee, this mortgage shall become due and payable forthwith if the Mortgagor shall convey away said mortgaged premises, or if the title shall become vested in any other person in any manner whatsoever other than by death of the Mortgagor, or, in the case of a construction loan, if the Mortgagor shall permit work on the project to become and remain interrupted for a period of lifteen (15) days without the written consent of the Mortgagee.
- It is agreed that the Mortgagor shall hold and enjoy the premises above conveyed 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 Mortgagor shall fully perform all the terms, conditions, and covenants of this mortgage, and of the note secured hereby, that then this mortgage shall be utterly null and void; otherwise to remain in full force and virtue. If there is a default in any of the terms, conditions or covenants of this mortgage, or of the note secured hereby, then, at the option of the Mortgagee, all sums then owing by the Mortgagor to the Mortgagee shall become immediately the 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 fille to the premises described herein, or should the debt secured hereby or any part thereof be placed in the hands of an attorney at law for collection by 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 thereby, and may be recovered and collected heremder.