

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

The Mortgagor 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 Mortgagor further covenants to warrant and forever defend all and singular the premises unto the Mortgaggee 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 note, at the times and in the manner therein provided.
2. That this mortgage shall secure the Mortgagor for such further sums as may be advanced hereafter, at the option of the Mortgaggee, for the payment of taxes, insurance premiums, public assessments, repairs or other purposes pursuant to the covenants herein, and as may further, from advances, tendances or credits that may be made hereafter to the Mortgagor by the Mortgaggee, 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 Mortgaggee, unless otherwise provided in writing.
3. That he will keep or permit the Mortgaggee to keep the improvements now existing or hereafter erected on the mortgaged property insured as may be required from time to time by the Mortgaggee against loss by fire and other hazards in such amounts as may be required by the Mortgaggee and in companies acceptable to it, and that he does hereby assign to the Mortgaggee all such policies and renewals thereof shall be held by the Mortgaggee and have control thereof as property owned of and in fact accepted by the Mortgaggee, and in the event of loss or destruction by fire or other hazard the Mortgaggee may at its option apply the proceeds of the insurance to the mortgage indebtedness or to the restoration or repair of the property destroyed.
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 advance for construction, that he will commence construction until completion with due promptness, and should he fail to do so, the Mortgaggee may at its option enter upon said premises, make whatever repairs or necessary alterations the completion of any such construction under way, and charge the expenses for such repairs or alterations of such construction to the mortgage debt.
5. That the Mortgagor may, subject to the rules, number and date of a note indebtedness secured hereby to carry insurance upon himself in a sum sufficient to pay the amount secured by the mortgage, decreasing the Mortgage as he shall, and assign thereof, and upon failure of the Mortgagor to pay the premiums thereon, the Mortgaggee may at its option pay said premiums, and amounts so advanced by the Mortgaggee shall become a part of the mortgage debt.
6. That if he fails to make and pay all taxes, insurance premiums, and interest payable under the terms of the note secured hereby, he will pay to the Mortgaggee on the tenth day of each month, until the indebtedness secured hereby is paid off, a sum equal to the amount of the annual taxes, public assessments and insurance premiums as estimated by the Mortgagor, and on the failure of the Mortgagor to pay all taxes, insurance premiums and public assessments, the Mortgaggee may at his option pay said items and charge all advances therefore 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 Mortgaggee shall have the right to sue and collect all rents, issues, and profits, after deducting all charges and expenses of suit, of such proceedings, and the costs of collection, together with the costs of the recovery of the rents, issues, and profits, from the plaintiff of the debt secured hereby.
8. That at the option of the Mortgaggee, the note and debt shall be made and payable forthwith if the Mortgagor shall, at any time, alienate the premises, or if the title shall be encumbered in any other person, or any manner whatsoever, other than by the death of the Mortgagor.
9. It is agreed that the Mortgagor shall hold and cause 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 Mortgagor shall fully perform all the terms, covenants, and conditions of this mortgage, and of the note secured hereby, that then the mortgage shall be entirely null and void, and remain in full force and virtue. If there is a default in any of the terms, covenants or conditions of this mortgage or of the note secured hereby, then, at the option of the Mortgaggee, a sum then owing by the Mortgagor to the Mortgaggee shall be immediately due and payable, and this mortgage may be foreclosed. Should a writ of execution be instituted for the foreclosure of this mortgage, or should the Mortgagor become a party to any suit concerning the Mortgage or the title to the premises described herein, or should the debt secured hereby be recovered therefrom placed in the hands of an attorney at law for collection by suit, or otherwise, all costs and expenses incurred by the Mortgaggee, and a reasonable attorney's fee, shall thereupon become due and payable immediately on demand, at the option of the Mortgaggee, as a part of the debt secured hereby, and may be recovered and collected hereon.
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. Whatever 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 16th day of August

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Signed, sealed, and delivered
in the presence of:

J. F. O'Brien
Eleanor V. O'Brien

SEAL
Jeremiah F. O'Brien
SEAL
Eleanor V. O'Brien
SEAL

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