- 5. That the Mortgagor will pay all taxes, assessments, water rates, sewer rates and other charges and any prior liens now or hereafter assessed on or levied against the premises or any part thereof; and, on demand of the Mortgagee, will produce to the Mortgagee, not later than ten (10) days before the date on which any taxes, assessments, water and sewer rates and other charges bear interest or penalties, receipts for all such taxes, assessments, water and sewer rates and other charges; and in case of default in the payment thereof as herein provided, it shall be lawful for the Mortgagee, without notice or demand to the Mortgagor, to pay the same or any of them; that the moneys paid by the Mortgagee to discharge of taxes, assessments, water rates, sewer rates and other charges and prior liens shall be a lien on the premises added to the amount of said note or obligation and secured by this mortgage, payable on demand with interest at the rate applicable under the note from and after maturity from the time of payment of the same.
- That the Mortgagor will maintain the premises in good condition and repair, will not commit or suffer any waste of the premises, will not remove or permit the removal of any building, improvement or fixture from, or perform or permit any act which would in any way impair the value of the premises, and will comply with, or cause to be complied with, all statutes, ordinances and requirements of any governmental authority relating to the premises; that the Mortgagor will promptly repair, restore, replace or rebuild any part of the premises now or hereafter subject to the lien of this mortgage which may be damaged or destroyed by any casualty whatsoever or which may be affected by any taking by eminent domain by any public or quasi-public authority; that the Mortgagor will complete without interruption any structure at any time in the process of construction on the premises and will pay any debt, claim or other charge for repairs or improvements that may have been made or may hereafter be made on, and which may become a lien against, the premises or any part thereof, and will not permit any lien or encumbrance of any kind which may be or become superior to this mortgage to accrue or remain on the premises or any part thereof: in the event of default hereunder the Mortgagee may, at its option, enter upon said premises, make whatever repairs are necessary or complete the construction work and charge the expenses for such repairs or for the completion of construction to the mortgage debt and/or declare the indebtedness secured hereby due and payable.
- 7. That the Mortgagor, at the option of the Mortgagee, will pay to the Mortgagee all moneys received by Mortgagor as compensation for the taking of the premises or any part thereof by virtue of the right of eminent domain or in any other manner whatsoever and all moneys received by Mortgagor as damages for fire, casualty or other injury sustained to the mortgaged premises or any part thereof.
- 8. That, together with, and in addition to, the payments of principal and interest payable under the terms of the note secured hereby, the Mortgagor will pay to the Mortgagee or the Mortgagee's nominee, at the Mortgagee's option, on such payment date, until the indebtedness secured hereby is paid in full, a proportionate sum of the annual taxes, public assessments and applicable insurance premiums, as estimated by the Mortgagee, in escrow. All such deposits shall be held by the Mortgagee without interest and free of any lien and free of trust or claim of the Mortgagor's creditors, to be used by the Mortgagee to pay such taxes, assessments and premiums as the same become due and payable.
- 9. That the Mortgagor hereby assigns all the rents, issues, and profits of the mortgaged premises and should legal proceedings be instituted pursuant to this instrument, then the Mortgagee shall have the right to have a receiver appointed of the rents, issues and profits, who, after deducting all charges and expenses attending such proceedings, shall apply the residue of the rents, issues and profits toward the payment of the debt secured hereby.
- 10. That, at the option of the Mortgagee, the indebtedness secured by this mortgage shall become due and payable if, without the written consent of the Mortgagee, the Mortgagor shall convey away the mortgaged premises, or if title to the mortgaged premises shall become vested in any other person or entity in any manner whatsoever other than by death of the Mortgagor or by and through a corporate reorganization or merger. The consent of the Mortgagee shall not be required for the sale of each of the nine lots in Holly Woods Subdivision to a bona fide purchaser for an arm's length consideration.

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