TOGETHER, with all and singular the rights, members, hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining, and all of the rents, issues and profits which may arise or to be had therefrom, and including all heating, plumbing, and lighting fixtures now or hereafter attached, connected or fitted thereto in any manner, it being the intention of the mortgager and mortgagee herein that all fixtures and equipment, other than the usual household furniture, be considered a part of the real estate and subject to the lien of this mortgage.

TO HAVE AND TO HOLD, all and singular the said premises unto the mortgagee, its successors and assigns forever, and the mortgagor does hereby bind \_\_\_\_\_\_ heirs, executors and administrators to warrant and forever defend, all and singular, the said premises unto the mortgagee, its successors and assigns, from and against the mortgagor, \_\_\_\_\_ their, executors, administrators and assigns and all other persons whomsoever lawfully claiming or to claim, and the mortgagor does covenant that he is the owner of the above described premises and same are free and clear of all liens and encumbrances except as herein set forth or of which the mortgagee has been notified.

## THE MORTGAGOR FURTHER COVENANTS AND AGREES AS FOLLOWS:

- 1. That this mortgage secures the indebtedness herein above set forth and for such further sum as may be advanced hereafter, at the option of the mortgagee, for the payment of taxes, insurance premiums, public assessments or other purposes pursuant to the covenants herein contained, and shall also secure the mortgagee for additional or future advances to be made hereafter, at the option of the mortgagee, to the mortgagor, so long as the total indebtedness thus secured does not exceed the maximum principal amount herein above set forth. Any sums advanced the mortgagee in payment of taxes, insurance premiums or public assessments shall bear interest at the same rate as the original mortgage debt and future advances or loans shall bear such interest and be payable as shall be set forth in any note or notes evidencing such additional loans or advancements.
- 2. That the mortgagor, \_\_\_\_\_theirs, executors, administrators or assigns shall and forthwith insure and keep insured the house or buildings now on said premises, or hereafter erected thereon, and keep same insured against loss or damage by fire and casualty, including tornado, windstorm, hurricane or hail, in such amount as may be required by the mortgagee, in such insurance company as may be acceptable to the mortgagee, and to assign such policy(s) of insurance to the mortgagee, its successors and assigns, under a mortgage clause in form which is satisfactory to the mortgagee. And in the event the mortgagor, executors, administrators, \_\_their heirs or assigns shall neglect or fail at any time, to maintain such insurance coverage, or shall neglect to pay the premium therefore promptly when due, the mortgagee, its successors or assigns, may cause said property to be insured and reimburse itself for the premium and expense for such insurance.
- 3. That the mortgagor, \_\_\_\_theirs, executors, administrators or assigns shall pay promptly when due, and before same become delinquent, all taxes, assessments or other governmental levies or assessments levied against said premises or improvements thereon, and in the event of default thereof the mortgagee, its successors or assigns, may pay the same, and such amount so paid shall become a part of the indebtedness owed to the mortgagee and shall be secured by this mortgage and shall bear the rate of interest as herein above set forth.

In the event such taxes or assessments are paid by the mortgagee, its successors or assigns, upon default in such payment by the mortgagor, their heirs, executors, administrators or assigns, the mortgagee, its successors or assigns, at its option, may declare the entire debt secured by this mortgage to be immediately due and payable.

- 4. That the mortgagor, theirs, executors, administrators or assigns will keep all buildings and other improvements upon said mortgaged premises in good repair.
- 5. That the mortgagor, as additional security for the payment of said debt hereby secured, does hereby setover, transfer and assign to the mortgagee, its successors and assigns, all rents, issue and profits accruing or falling due from said premises, after any default hereunder on the part of the mortgagor, their heirs, executors, administrators or assigns, and covenants and agrees that should legal proceedings be instituted pursuant to the provisions of this mortgage, or the note or notes secured thereby, the holder of this mortgage shall be entitled to the appointment of a receiver by any court of competent jurisdiction to take charge of said mortgaged premises during the pendency of said action and apply the rents, issues and profits from said mortgaged premises to the payment of the indebtedness secured hereby.
- 6. That if there is default in any of the terms, conditions or covenants of this mortgage, or of the notes secured hereby, then, at the option of the mortgagee, its successors or assigns, all sums then owing by the mortgagor to the mortgagee shall become immediately due and payable and the mortgagee, its successors or assigns, may institute legal action for the foreclosure of this mortgage. Should legal proceedings be instituted for the foreclosure of this mortgage, or should the mortgager, their heirs, executors, administrators or assigns become a party to a legal proceedings by reason of this mortgage or involving same, or the title to the mortgaged premises herein described, or should the debt secured hereby, or any part thereof, be placed in the hands of an attorney at law for the collection by legal action or otherwise, all costs and expenses incurred by the mortgagee, its successors or assigns, including a reasonable attorney's fee, shall become a part of the indebtedness owed by the mortgager to the mortgagee and shall be secured by the lien of this mortgage.

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