TOGETHER with all the easements, ways, rights, privileges and appurtenances to the same belonging, including, but not limited to, all and singular the improvements and buildings now and hereafter thereon, and together also with all shades, wall-to-wall carpeting, screens and screening, awnings, plants, shrubs, landscaping, elevators, plumbing material, gas and electric equipment, and all heating, cooling, air conditioning, and lighting fixtures, be deemed realty and conveyed by this mortgage and all of the income, rents and profits which may arise or be had from any portion or all of said property.

TO HAVE AND TO HOLD the property above described, together with all and singular the rights, privileges, tenements, appurtenances and improvements unto the said Mortgagee, its successors or assigns forever.

And the said Mortgagor does hereby covenant and represent unto the said Mortgagee, its successors or assigns, that he is lawfully seized in fee of the property above described, and that the property is free from all encumbrances except

a mortgage to _____

_____

that he has a good and lawful right to sell and convey the same as aforesaid; that he will warrant and defend the title to the same forever against the lawful claims and demands of all persons whomsoever. And the said Mortgagor does further covenant and agree to pay all taxes due and to become due on the property above described, all assessments for street or other improvements and keep the buildings thereon insured against loss by wind, storm, fire and such other casualty as may be required by Mortgagee, its successors or assigns, in such responsible insurance company, or companies as shall be satisfactory to the Mortgagee, its successors or assigns, in an amount satisfactory, to said Mortgagee, its successors or assigns, with a mortgagee and subrogation clause satisfactory to the Mortgagee attached to said policy or policies of insurance. In case of loss and payment by any insurance companies, the amount of the insurance money paid shall be applied either on the indebtedness secured hereby, or in rebuilding and restoring the damaged buildings as the Mortgagee may elect. And it is further agreed that in the event that the Mortgagor shall fail to pay and keep up said taxes, assessments for street or other improvements and insurance as agreed, then the Mortgagee or its successors or assigns are hereby authorized to do so and to pay therefor and the sums so paid shall stand secured by this mortgage and shall bear interest from the date of payment at the rate of six per cent per annum.

BUT THIS COVENANT IS UPON THIS CONDITION: That if the said Mortgagor shall well and truly pay or cause to be paid unto the said Mortgagee, its successors or assigns, the said debts and sums of money aforesaid, with interest thereon if any shall be due, according to the true intent and meaning of this instrument and of said note and the conditions therein written, then this deed of bargain and sale shall cease and be void; otherwise, it shall remain in full force and authority.

And it is also covenanted and agreed that upon default in the payment of said promissory note above described, or on our failure to pay the said taxes, assessments for street or other improvements, and insurance as agreed, or on failure of the Mortgagor to keep and perform any of the covenants or conditions herein, then, or in any one of these events, the whole amount of the indebtedness hereby secured, at that time unpaid shall, at the option of the lawful owner and holder of said note and of this security be and become due and collectible at once, anything hereinbefore or in said note contained to the contrary notwithstanding; such option to be exercised without notice.

And it is further covenanted and agreed that in case any installment is not paid when due or within ten days thereafter, the further sum of five per centum on the installment then due shall be paid by the Mortgagor or the person or persons claiming through or under the Mortgagor, as a delinquency charge.

And it is covenanted and agreed that the said mortgagor does hereby assign, set over and transfer to the said Mortgagee, its successors or assigns, all of the rents, issues and profits of the said mortgaged premises accruing and falling due from and after the service of summons issued in an action to foreclose this mortgage after default in the conditions thereof. And it is further agreed that in the case of foreclosure of this mortgage, by suit or otherwise, the Mortgagee shall recover of the Mortgagor the expense of advertising, selling and conveying, including reasonable attorney's fees not to exceed 15% of the unpaid balance of the indebtedness upon default and other reasonable costs of foreclosure, which shall be secured by this mortgage, and shall be included in judgment of foreclosure. Further, Mortgagor agrees to pay Mortgagee reasonable attorney's fees in the event Mortgagee becomes involved in any suit, proceeding or claim involving this mortgage or title to the property described herein.

And it is covenanted and agreed that no failure of the Mortgagee or its successors or assigns to exercise any option to declare the maturity of any debt secured by this mortgage, shall be taken or deemed as a waiver of its right to exercise such option, or to declare such forfeiture, either as to any past or present default, and it is further agreed that no terms or conditions contained in this mortgage can be waived, altered or changed except as evidenced in writing and signed by all parties hereto.

All appraisements and homestead laws are hereby expressly waived.

WITNESS the hand and seal of the Mortgagor, the day and year first above written.

Signed, sealed and delivered in the presence of

Carl B. [illegible]

Virginia H. Hall

Janie H. Weaver (L.S.)

Tammy D. Weaver (L.S.)

_____ (L.S.)

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