

MORTGAGE OF REAL ESTATE

2. AND IT IS FURTHER COVENANTED, That any and all fire and tornado insurance in the possession of the mortgagee may be changed to other companies, rearranged as to coverage, terms or amount and within the limits prescribed by the mortgage be increased or decreased by the mortgagee at any time. For that purpose the mortgagee is authorized to surrender existing policies for cancellation and take out any insurance at any time desired, provided that the necessary premium adjustments in all cases shall be charged against or credited to the mortgage as the case may be. Ten days' prior notice of any proposed changes shall be mailed to the party of the first part as his last known address so as to give such party of the first part opportunity to take out such insurance as he may desire to protect his equity in the mortgaged property.

In the event of failure or refusal of the party of the first part to agree with the insurance companies involved as to the amount and terms of any fire loss within sixty days of the happening of such loss, then the mortgagee may negotiate with and settle said loss with such fire companies and neither the mortgagee nor the insurance companies involved shall, upon such settlement being made, be liable in any manner to the party of the first part.

Any tax, assessments, or premium of insurance, not paid when due by the party of the first part, may be paid by the mortgagee or assigns, and any sum so paid shall be added to the amount of said principal debt as part thereof, shall draw interest from the time of said payment at the rate of six per centum per annum, and shall, with interest, be covered by the security of this mortgage.

The mortgagee shall have the right to apply any funds received from fire losses on account of the indebtedness or other items herein secured, or at its option may allow the same to be used in restoring the mortgaged premises provided the mortgagee, if restoration of the premises is agreed to, may retain said funds without interest until said premises be so restored in a satisfactory manner.

3. AND IT IS FURTHER COVENANTED, That the said mortgagor shall pay, as the same may become due, all taxes by whatsoever authority legally imposed upon the property hereby mortgaged, and in case he shall at any time neglect or fail so to do, then the said The Life Insurance Company of Virginia or its Agent may pay such taxes and reimburse itself for the same, with interest thereon at the rate of six per centum per annum; and that the same shall stand secured by this Mortgage.

4. AND IT IS FURTHER COVENANTED, That the said mortgagor, his agents, and tenants, shall keep the aforesaid premises in as good order and condition as they now are, and not commit waste, or any injury, to such an extent as to impair the value of the same as a security for the said loan.

5. AND IT IS FURTHER COVENANTED, That in the event the mortgagor, his heirs and assigns, do not keep said property and all equipment, appurtenances and accessories in proper repair and condition as hereinbefore specified, then the mortgagee or its assigns, may have the necessary repairs made and the cost thereof added to the amount of said principal and made a part thereof and the same shall draw interest from the time of said payment for said repairs at the rate of six per centum per annum, and shall, with interest, be covered by the security of this mortgage.

6. AND IT IS FURTHER COVENANTED, That in case of any litigation between the parties to this Mortgage, the said mortgagor shall not deny the corporate character of the said Company nor require any proof of such corporate character of such agency.

7. AND IT FURTHER COVENANTED, That in case of default in payment under any of the conditions of the said Note, or failure to pay any of the taxes hereinbefore specified, or to perform any of the other covenants of this Mortgage, for the space of thirty consecutive days, the said Company may at its option treat the whole principal as due with interest thereon up to said time, and thereafter at the rate above specified.

8. AND IT IS FURTHER COVENANTED, That in case the said debt, or any part thereof, is established by or under an action for foreclosure or of debt on the Note or in case of collections by an attorney that the said Company, in addition to the said debt, or so much thereof as is unpaid, shall also recover of the said mortgage a reasonable fee to the Attorney of the said Company for his services in said action, not to exceed ten per cent of the amount unpaid and decreed to be payable—such fee to be incorporated in the judgment in said action and to be secured thereby.

9. AND IT IS FURTHER COVENANTED, That the said mortgagor will assign, and doth hereby assign, set over and transfer to the said Company, its successors, and assigns, all of the rents, issues and profits of the said mortgaged premises, accruing and falling due from and after the service of a summons issued in action to foreclose this Mortgage after default in the conditions thereof, as further security for the debt then due and unpaid under this Mortgage, and the said Mortgagor agrees that a receiver may be appointed to take charge thereof.

10. AND IT FURTHER COVENANTED, that the mortgagor, for himself and his heirs and assigns, does hereby assign and set over unto the mortgagee all rents from the above mortgaged property hereafter accruing as additional security for the indebtedness and other items herein secured and for the purpose of keeping said mortgaged property in proper repair and the mortgagee and assigns are given a prior and continuing lien thereon. The Mortgagor does appoint the mortgagee his attorney to collect said rents with or without suit and apply the same, less expense of collection, including agent's commission of 5 per cent of all rental collected, to the said indebtedness, other secured items and repairs, in such manner as the mortgagee may elect; provided, however, that until