

TO HAVE AND TO HOLD, all and singular the said premises unto the Mortgagor, his heirs, 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 encumbrance whatsoever. The Mortgagor further covenants to warrant and forever defend all and singular the said premises unto the Mortgagor 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 he will keep the premises in as good order and condition as they are now and will not commit or permit any waste thereof, reasonable wear and tear excepted.

3. That he will keep the improvements now existing or hereafter erected on the mortgaged property insured as may be required from time to time by the Mortgagor against loss by fire and any other hazards specified by Mortgagor, in an amount not less than the mortgage debt, or in such amounts as may be required by the Mortgagor, and in companies acceptable to it, and that all such policies and renewals thereof shall be held by the Mortgagor and have attached thereto loss payable clauses in favor of, and in form acceptable to, the Mortgagor, and that he will pay all premiums therefor when due, and that he does hereby assign to the Mortgagor the proceeds of any policy insuring the mortgaged premises and does hereby authorize each insurance company concerned to make payment for a loss directly to the Mortgagor, to the extent of the balance owing on the Debt Due, whether due or not.

4. That he will pay, when due, all taxes, public assessments, and other governmental or numbered charges, fines, or other impositions against the mortgaged premises.

5. That he will comply with all governmental and municipal laws and regulations affecting the mortgaged property.

6. That the Mortgagor shall secure the Mortgagor for such further sums as may be advanced herein, at the option of the Mortgagor. Or those sums of taxes, insurance premiums, public assessments, rents, or other purposes paid to the covenants herein, and that all sums so advanced shall bear interest at the same rate as the original debt and shall be paid when demand of the Mortgagor unless otherwise provided in writing.

7. That, at the option of the Mortgagor, this Mortgage shall be payable and payable forthwith if the Mortgagor shall die, away, sold, released, or disposed of, and the title shall be revested in consideration in any manner whatsoever, other than by death of the Mortgagor, the failure of the Mortgagor to exercise the option before grant, I shall in no event be construed as a waiver of the Mortgagor's future right to exercise said option.

8. That he hereby assigns all rents, issues and profits of the property granted to him and after my death, and agrees that should legal proceedings be instituted pursuant to this instrument, an action, suit, judgment, decree, or Chancery or otherwise, appear in respect of the mortgaged premises, with full authority to take possession of the same, or to collect upon the rents, issues and profits, including a reasonable rental to be fixed by the Court in the event the premises are retained by the Mortgagor, and after deducting all charges and expenses attending such proceeding and the expenses of his legal expenses, shall apply the residue of the rents, issues and profits to the payment of the debt secured hereby.

9. It is agreed that in case of the bankruptcy or insolvency of the mortgagor, or that he is unable thereby, then as the option of the Mortgagor, all sums then owing by the Mortgagor to the Mortgagor shall be justly payable due and payable and this mortgage may be foreclosed. Should any legal proceedings be instituted for the taking of this mortgage, or should the Mortgagor become a party to any suit involving this Mortgage, at the rate of the premium dictated herein, or should the debt so far as foreclosed be paid off in the hands of an attorney at law, his attorney, or other person, all costs and expenses incurred by the Mortgagor shall be his liability, to be paid thereon before the payment of the debt so far as foreclosed, or at the option of the Mortgagor, as a part of the debt so far as foreclosed, and may be recovered and taxed as such.

10. It is agreed that the Mortgagor shall hold and enjoy the premises above described and there is a distinct understanding between the two parties herein, that this is the understanding of this instrument that if the Mortgagor shall fully perform all the terms, covenants, and conditions of this instrument, and the rate so fixed hereby, that all that may occur shall be entirely null and void, relating to damage to the said land and vessel.

11. The covenants herein contained shall bind, and the benefits and advantages shall pass to the respective heirs, executors, administrators, successors and assigns of the parties herein. Whenever used, the singular number shall include the plural, the plural the singular, and the opposite gender shall be applicable to all genders.