

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 therof, 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 Mortgagee against loss by fire and any other hazards specified by the Mortgagee, in an amount not less than the mortgage debt, or in such amounts as may be required by the Mortgagee and in companies acceptable to it, and that all such policies and renewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of, and in form acceptable to, the Mortgagee, and that he will pay all premiums therefor when due and that he does hereby assign to the Mortgagee 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 Mortgagee, to the extent of the balance then due on the Mortgage debt, whether due or not.
4. That he will pay, when due, all taxes, public assessments, and other governmental or municipal charges, fines or otherwise levied against the mortgaged premises.
5. That he will comply with all governmental and municipal laws and regulations affecting the mortgaged premises.
6. That the Mortgagor shall secure the Mortgagee for such further sums as may be advanced hereafter, at the option of the Mortgagee, for the payment of taxes, insurance premiums, public assessments, repairs, or other purposes pursuant to the covenants herein, and that all sums so advanced shall bear interest at the same rate as the mortgage debt and shall be payable on demand of the Mortgagee, unless otherwise provided in writing.
7. That, at the option of the Mortgagee, this Mortgage shall become due and payable forthwith if the Mortgagor shall convey said mortgaged premises, or if the title shall become vested in any other person in any manner whatsoever other than by death of the Mortgagor; the failure of the Mortgagor to exercise the option herein granted 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 mortgaged premises from and after one default hereunder, and agrees that should legal proceedings be instituted pursuant to this instrument, any Judge having jurisdiction may, at Chancellor's or otherwise, appoint a receiver of the mortgaged premises, with full authority to take possession of the mortgaged premises and collect the rents, issues and profits, his holding a reasonable rental to be fixed by the Court in the event said premises are occupied by the Mortgagor, and other debts due all charges and expenses attending such holding and the execution of his trust as receiver, shall apply, the holder of the rents, issues and profits to hold the payment of the debt wended hereby.
9. If there is a default in any of the terms, covenants or conditions of this instrument or of the note secured hereby, then, at the option of the Mortgagee, all sums then owing by the Mortgagor to the Mortgagee shall become immediately due and payable, and this mortgage may be foreclosed. Should any legal proceedings be instituted for the foreclosure of this mortgage, or should the Mortgagee become a party to any suit involving this Mortgage or the title to the premises described herein, or should the debt exceed justice or due proportion be claimed for the breach, then, without regard to law, for collection to sue, to recover all costs and expenses incurred by the Mortgagee, and a reasonable attorney's fee. And therefore before due and payable amounts, or on demand, at the option of the Mortgagee, at a public sale, or otherwise, and may be recovered and enforced by Receiver.
10. It is agreed that the Mortgagor shall defend and answer the petitions above drawn I and that there is a default under the most recent of the two documents hereto, then the true meaning of this instrument is that the Mortgagor shall fully perform all the terms, covenants and agreements of the mortgage, and of the note secured hereby, that then this mortgage shall be fully valid and will be construed as fully performed.
11. The covenants herein contained shall bind, and the benefits and advantages thereof pass to the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the singular, and the use of any gender shall be applicable to all genders.