

TOGETHER with all and singular the Rights, Members, Hereditaments and Appurtenances to the said Premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular, the said Premises unto the said *Modern Homes Construction Company, its successors,*

Heirs and Assigns forever.
 AND I do hereby bind *myself and my* Heirs, Executors and Administrators, to warrant and forever defend all and singular the said Premises unto the said *Modern Homes Construction Company, its successors,* Heirs and Assigns, from and against *me and my* Heirs, Executors, Administrators and Assigns lawfully claiming, or to claim the same, or any part thereof.

AND it is agreed by and between the said parties that in case of default in any of the payments of interest or principal as herein provided for, the whole amount of the debt secured by this mortgage shall become due and payable at once.

AND IT IS FURTHER AGREED, by and between the said parties, that the said *Josh Chandler, his* Heirs, Executors or Administrators, shall and will insure the house and buildings on said lot, and keep the same insured from loss or damage by fire, and assign the Policy of Insurance to the said *Modern Homes Construction Company* and in case that *I* or *my heirs* shall, at any time, neglect or fail so to do, then the said *Modern Homes Construction Company* may cause the same to be insured in *their* name, and reimburse *themselves* for the premium and expenses of such insurance, together with interest on the amount so paid, at the rate of *Six (6%)* per cent. per annum, from the date of such payment, under this Mortgage.

AND IT IS FURTHER AGREED AND COVENANTED, by and between the said parties, that until the debt hereby secured be paid, the said Mortgagor *his* Heirs, Executors, Administrators or Assigns, shall and will pay all taxes on the property hereby mortgaged, when due and payable, and in case *said mortgagor shall* fail to do so, the said Mortgagee *their* Executors, Administrators or Assigns, may pay said taxes, together with any costs or penalties incurred thereon, or any part thereof, and reimburse *themselves* for the same, together with interest on the amount so paid, at the rate of *Six (6%)* per cent. per annum, from the date of such payment, under this Mortgage.

PROVIDED ALWAYS, NEVERTHELESS, and it is the true intent and meaning of the parties to these Presents, that if *I* the said *Josh Chandler* do and shall well and truly pay, or cause to be paid, unto the said *Modern Homes Construction Company* the said debt or sum of money aforesaid, with the interest thereon, if any shall be due, according to the true intent and meaning of the said *note* and all sums of money provided to be paid by the Mortgagor *his* Heirs, Executors, Administrators or Assigns, together with the interest thereon, if any shall be due, under the covenants of this Mortgage, then this Deed of Bargain and Sale shall cease, determine, and be utterly null and void; otherwise it shall remain in full force and virtue.

AND IT IS AGREED, by and between the said parties, that *Josh Chandler, his heirs and* assigns are to hold and enjoy the said Premises until default of payment shall be made.

AND IT IS FURTHER AGREED AND COVENANTED between the said parties, that in case the debt secured by this Mortgage, or any part thereof, is collected by suit or action, or this Mortgage be foreclosed, or put into the hands of an Attorney for collection, suit, action or foreclosure, or in the event of the foreclosure of any mortgage, prior or subsequent to this mortgage, in which proceeding this mortgagee is made a party, or in the event of the bankruptcy of the mortgagor, or in assignment by the mortgagor for the benefit of creditors, the said Mortgagor *his*