

4. To promptly pay all taxes and governmental charges as may become a lien or charge upon said mortgaged premises;

5. That a violation of any of the foregoing covenants and agreements shall cause the entire unpaid portion of the indebtedness secured hereby to become ~~immediately~~ due and payable at the option of the mortgagee;

6. That the failure of the mortgagee to exercise any such option at any time shall not be deemed a waiver of the covenant or agreement then violated and shall not prevent the exercise of such option upon some succeeding violation;

7. That any insurance collected upon any of the policies hereinabove provided for may be used in repairing or reconstructing the buildings on the mortgaged premises if the mortgagee then gives his written consent therefor. However, should the mortgagee not so agree, then such funds shall be applied so as to pay the installment or installments of principle (as far as said funds may go) that have the latest maturity or maturities rather than to be credited upon those having the earliest maturities.

PROVIDED, NEVERTHELESS, that if we, the said, O. B. and Helen T. Godfrey, do and shall well and truly pay, or cause to be paid, unto the said James W. Hicks the said debt or sum of money aforesaid, with interest thereon, according to the true intent and meaning of said note and condition thereunder written, then this mortgage shall cease, determine and be utterly null and void.

And as further security for said indebtedness we, the said O. B. and Helen T. Godfrey, do hereby assign, set over and transfer to said mortgagee all the rents, issues and profits of said mortgaged premises accruing and falling due from and after the commencement of an action to foreclose this mortgage. Upon foreclosure being commenced the mortgagee shall have the right to apply for and have a Receiver appointed by the court or any Judge thereof at Chambers or in open Court upon an ex parte application