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TO HAVE AND TO HOLD, all and singular the said premises unto the said Mortgagee, her heirs, personal representatives, successors and assigns forever. And Mortgagor does hereby bind itself and its successors and assigns to warrant and forever defend all and singular the said premises unto the said Mortgagee, her heirs, personal representatives, successors and assigns, from and against Mortgagor and its successors and assigns and all other persons lawfully claiming, or to claim the same or any part thereof, subject, however to the easement set forth in Exhibit "B" attached thereto and by this reference made a part hereof.

PROVIDED, ALWAYS, NEVERTHELESS, and it is the true intention and meaning of the parties to these presents, that if the said Mortgagor does, and shall, well and truly pay, or cause to be paid, unto the said Mortgagee, or its order, the said debt or sum of money aforesaid, with the interest thereon, if any shall be due, according to the conditions and agreements of the said Note and provided further that if Mortgagor shall observe and perform the terms, covenants and conditions herein contained according to the true intention and meaning thereof, 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 COVENANTED AND AGREED BY AND BETWEEN THE SAID PARTIES AS FOLLOWS:

- 1. Mortgagor will comply with all provisions hereof and of the Note secured hereby and Mortgagor will pay Mortgagee said sum of money and interest thereon, if any, payable by virtue of said Note in accordance with the terms and provisions thereof.
- 2. 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 collection by an attorney, that the said Mortgagee in addition to the said