

5. That the Lender may require the maker, co-maker or endorser of any indebtedness secured hereby to carry life insurance upon himself in a sum sufficient to pay all sums secured by this mortgage, designating the Lender as beneficiary thereof, and upon failure of the Borrower to pay the sums therefor, the Lender may, at its option, pay said premiums, and all sums so advanced by the Lender shall become a part of the mortgaged debt.

6. That he hereby assigns all the rents, issues and profits of the mortgaged premises from and after any default hereunder, and should legal proceedings be instituted pursuant to this instrument, then the Lender shall have the right to have a receiver appointed of the rents, issues and profits who, after deducting all charges and expenses attending such proceedings in the execution of his trust as receiver, shall apply the residue of the rents, issues and profits toward the payment of the debt hereby secured.

7. That, without affecting the liability of any person (other than any person released pursuant hereto) for payment of any indebtedness secured hereby, and without affecting the priority or extent of the lien hereof upon any property not specifically released pursuant hereto, Lender may at any time and from time to time, without notice and without limitation as to any legal right or privilege of Lender:

(a) Release any person liable for payment of any indebtedness secured hereby; (b) Extend the time or agree to alter the terms of payment of any of the indebtedness; (c) Accept additional security of any kind; (d) Release any property securing the indebtedness; (e) Consent to the creation of any easement on or over the premises or any covenants restricting use or occupancy thereof.

8. That, at the option of the Lender, this mortgage shall become due and payable forthwith if the Borrower shall convey away said mortgaged premises, or if the title shall become vested in any other person in any manner whatsoever other than by the death of the mortgagor.

9. That, upon default in the payment of any of the installments of principal or any part of the interest thereon, or upon default in the payment of any of the sums of money secured hereby, or any part thereof, or in case of the failure of the Borrower to keep and perform any of the covenants and conditions hereof, then, and in any such event, the whole amount of the indebtedness hereby secured at that time unpaid shall, at the option of the lawful owner and holder of the said note and of this mortgage, be and become due, payable and collectible at once, anything hereinbefore or in said note contained to the contrary notwithstanding; such option to be exercised without notice. No failure of the Lender, its successors or assigns, to exercise any option to declare the maturity of the debt hereby secured under the foregoing conditions shall be taken or deemed as a waiver of right to exercise such option or declare such forfeiture.

10. That, in case this mortgage or the indebtedness secured hereby be placed in the hands of an attorney for collection or be collected by legal proceedings, all costs of collection, including the attorneys fee as provided for above, shall stand secured by this mortgage and may be recovered in any suit or action hereupon or hereunder.

PROVIDED ALWAYS, NEVERTHELESS that if Borrower shall pay unto Lender, its successors or assigns, the aforesaid indebtedness and all interest and other sums secured by this or any other instrument executed by Borrower as security to the aforesaid indebtedness and shall perform all the terms, covenants, conditions, agreements, representations and obligations contained in all mortgages executed by Borrower to Lender according to the true intent of the said mortgages, all of the terms, covenants, conditions, agreements, representations and obligations which are made a part hereof to the same extent as if set forth in extenso herein, then this instrument shall cease, determine, termination and be null and void; otherwise, it shall remain in full force and effect.

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

All appraisements and homestead laws are hereby expressly waived.

IN WITNESS WHEREOF the Borrower has hereunto set his hand and seal this the Thirteenth day of February, 1959.

IN THE PRESENCE OF

Richard C. Thomason
Richard C. Thomason
Jean McKay
Jean McKay

Theron R. Byers (LS)
Theron R. Byers
Nancy Byers (LS)
Nancy Byers (LS)

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