

are free and clear of all liens and encumbrances except as provided herein. The Mortgagor further covenants to warrant and forever defend all and singular the said premises unto the Mortgagee forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

The Mortgagor further covenants and Agrees as follows:

1. That this mortgage is a subordinate and junior lien upon the above described property to the mortgage given to Fidelity Federal Savings and Loan Association, recorded in Mortgage Book 1277 at page 299 on May 14, 1973, in the original amount of \$113,600.
2. Said mortgage to Fidelity Federal Savings and Loan as above outlined must be paid off upon the final balloon payment being made after 96 payments.
3. Should said mortgage with Fidelity Savings and Loan be called in for payment due to the execution of this mortgage, mortgagee is solely responsible for payment. Mortgagor shall at that time pay \$25,000.00 principal payment on this mortgage which shall reduce the monthly payment under this mortgage to \$1,929.38 per month.
4. Should mortgagor for any reason be forced to make additional principal payments on this mortgage, monthly payments on this mortgage will be adjusted downward to reflect such principal payments.
5. Mortgagee must keep current all mortgage payments to Fidelity Federal Savings and Loan.
6. That if any action or proceedings be commenced excepting an action to foreclose this Mortgage or to collect the debt secured hereby, to which action or proceedings the Mortgagor is made a party by reason of the execution of this mortgage in which it becomes necessary to defend or upheld the lien of this Mortgage, all sums paid by the Mortgagor for the expense of any litigation to prosecute or defend the right and lien created hereby shall be paid by the mortgagee.
7. Should it become necessary to refinance the existing first mortgage with Fidelity Federal Savings and Loan, Mortgagee agrees to cooperate in executing the appropriate documents including the execution of a mortgage of first priority over the fee simple interest in the property. Existing payments on this mortgage would then be adjusted to reflect the refinancing of the Fidelity Federal mortgage.
8. That this mortgage 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. This mortgage shall also secure the Mortgagee for any further loans, advances, readvances or credits that may be made hereafter to the Mortgagor by the Mortgagee so long as the total indebtedness thus secured does not exceed the original amount shown on the face, hereof. 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.
9. That it 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 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 it will pay all premiums therefor when due; and that it does hereby assign to the Mortgagees and Mortgagor 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 Mortgagor and Mortgagees, to the extent of the balance owing on the Mortgage debt, whether due or not. The prior mortgagee and mortgagee shall be insured as to the extent of their interest.