

For the consideration aforesaid, Mortgagor covenants as follows:

1. Mortgagor is the absolute and unconditional owner of the property herein described, has a perfect right to sell and mortgage same free of all encumbrances except:

and warrants and will forever defend the right and title of the property herein described unto the Mortgagee, its successors and assigns, against the claims of all persons whomsoever.

2. Mortgagor will insure, and keep insured against such risks, the property herein described, as may from time to time be required by the Mortgagee, in such form, in at least such amounts, and in such company or companies as shall be satisfactory to Mortgagee, the loss, if any, to be payable to Mortgagee as its interest may appear at the time of the loss; and will deliver to Mortgagee a policy or policies of insurance with Mortgagee clause satisfactory to Mortgagee attached thereto, and will promptly pay when due all premiums for such insurance. If any of the property herein described shall be destroyed or damaged, all amounts received in settlement of the loss may be applied at the option of Mortgagee to the reconstruction or repair of the property so destroyed or damaged, or on the indebtedness secured hereby, in such manner as Mortgagee in its sole discretion may determine and, unless Mortgagee shall determine otherwise, shall be applied first on unmatured principal. Such application shall not thereafter defer the due dates of principal payments contracted to be made, but shall operate to discharge the debt at an earlier date. Mortgagee shall not be obligated to take any action, legal or otherwise, to collect insurance for any loss or damage.

3. Mortgagor will pay all judgments, taxes, levies, assessments and other charges that may be levied or assessed against the property herein described or that may be or become a lien thereon, and all amounts (principal and interest) constituting or secured by a lien or encumbrance against the property herein described, when due and payable and before they become delinquent, and will on demand furnish to Mortgagee receipts showing payment thereof.

4. In the event collection of the amounts secured hereby or any portion thereof is made by an attorney by suit or otherwise, Mortgagor will pay all costs of collection and of suit, if any, and a reasonable attorney(s) fee of not less than ten per centum (10%) of the total amount of principal, advances, disbursements and interest due.

5. Mortgagor will pay immediately upon demand by Mortgagee any and all attorney(s) fees and expenses incurred by Mortgagee in protecting or defending the title to and Mortgagee's right, title, and interest in any or all of the property herein described, and in protecting or defending any or all of said property and Mortgagee's right, title and interest therein from loss or injury, and in fixing or collecting or attempting to fix or collect damages for loss or injury, but Mortgagee shall be under no duty to take any such action or to incur any such expense.

6. If any or all of the property herein conveyed, or any right, title, or interest therein, is lost or damaged by condemnation, waste, tortious injury, or otherwise, Mortgagor hereby transfers, assigns, and sets over to Mortgagee any and all monies awarded, paid, or received, and all awards, verdicts, judgments, and decrees for same. Mortgagee shall be under no obligation to collect or attempt to collect such monies, awards, verdicts, judgments, and decrees, but may in its sole discretion take such steps or action as may to it seem desirable. Any attorney(s) fees and expenses incurred by or with the consent of Mortgagee in fixing or collecting for such loss or damage may be paid from the proceeds collected and received by Mortgagee. The net amounts received after payment of attorney(s) fees and expenses shall, in the sole discretion of Mortgagee, be applied on the indebtedness hereby secured or delivered to Mortgagor on such terms and conditions as Mortgagee may fix. Unless Mortgagee in its sole discretion shall otherwise determine, any amounts applied on the indebtedness hereby secured shall be applied first to the unmatured principal indebtedness, but such application shall not thereafter defer the due dates of the principal payments contracted to be made, but shall operate to discharge the debt at an earlier date.

7. If Mortgagor shall fail to procure and maintain insurance on the property herein described as herein agreed, or after procuring the same shall fail to pay the premiums therefor, or shall fail to pay any taxes, liens, levies, assessments or amounts as and when the same shall become due and payable as herein agreed, then in any such event Mortgagee may, at its option but without duty or liability of any nature to anyone, procure such insurance and pay the premiums therefor, and may pay or disburse any taxes, liens, levies, assessments or amounts which should, under the terms of this agreement, be paid by Mortgagor. All amounts paid by Mortgagee for the purposes stated in this mortgage shall be added to the principal indebtedness hereby secured, and shall become a part thereof and shall be due immediately; and the repayment thereof, with simple interest from the date of payment or disbursement by Mortgagee at the rate prescribed by law, shall be secured by this mortgage in the same manner and to the same extent as the existing indebtedness and future advances hereby secured; and Mortgagee shall be subrogated to all the rights of the persons to whom such payments may be made.

8. If Mortgagor conveys, sells, alienates, transfers or leases the property herein described or any part thereof or interest therein without the written consent of Mortgagee, all indebtedness secured hereby shall, at the option of Mortgagee, become immediately due and payable without notice.

9. Mortgagor will keep the property herein described, including all buildings, fixtures, machinery, equipment, and improvements thereon, of every kind or nature, now on the lands herein described and hereafter erected or placed thereon in good order and condition; and will rebuild, repair and restore all buildings, fixtures, machinery, equipment and other improvements that may be destroyed or damaged by fire, windstorm, water, or otherwise; and will not, except with the written consent of Mortgagee, permit or commit waste on such property, or injury, destruction, alteration or removal from said property of any buildings or fixtures, machinery, equipment or improvements of any kind whatsoever.