

TO HAVE AND TO HOLD, all and singular the said premises unto the Mortgagee, their heirs, successors and assigns, forever.

The Mortgagor covenants that it is lawfully seized of the premises hereinabove described in fee simple absolute, that it has good right and is lawfully authorized to sell, convey or encumber the same, and that the premises 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, now American Federal Savings and Loan Association, recorded in Mortgage Book 947 at Page 275, on January 28, 1964, in the original amount of \$13,000.00.
2. Said mortgage to Fidelity Federal Savings and Loan Association, now American Federal Savings and Loan Association, as above outlined must be paid off upon the final balloon payment being made after 24 payments.
3. Should said mortgage with Fidelity Federal Savings and Loan Association, now American Federal Savings and Loan Association, be called in for payment due to the execution of this mortgage, mortgagee is solely responsible for payment.
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 Association, now American Federal Savings and Loan Association.
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 uphold 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 Association, now American Federal Savings and Loan Association, 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 Savings and Loan Association, now American Federal Savings and Loan Association, 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

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