

If all or any part of the Property or an interest therein is sold or transferred by Mortgagor without Mortgagee's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Mortgagee may, at Mortgagee's option, declare all sums secured by this Mortgage to be immediately due and payable. Mortgagee shall have waived such option to accelerate if, prior to the sale or transfer, Mortgagee and the person to whom the property is to be sold or transferred reach an agreement in writing that the credit of such person is satisfactory to Mortgagee and that the interest payable on the sums secured by this Mortgage shall be at such rate as Mortgagee shall request. If Mortgagee has waived the option to accelerate provided in this paragraph, and if Mortgagors' successor in interest has executed a written assumption agreement accepted in writing by Mortgagee, Mortgagee shall release Mortgagors from all obligations under this Mortgage and the note.

Box 1571 P-5587

If Mortgagee exercises such option to accelerate, Mortgagee shall mail Mortgagors notice of acceleration. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Mortgagors may pay the sums declared due. If Mortgagors fail to pay such sums prior to the expiration of such period, Mortgagee\*\*  
TOGETHER with all and singular the rights, members, hereditaments and appurtenances to the said premises

belonging, or in anywise incident or appertaining.

To HAVE AND TO HOLD all and singular the said premises unto the said **Edgar D. Pouch**  
**his heirs** and assigns forever. And **we** do hereby bind  
**ourselves, our** heirs, executors, and administrators, to warrant and forever defend all and  
singular the said premises unto the said **Edgar D. Pouch**  
**his heirs** and assigns, from and against **ourselves, our** heirs,  
executors, administrators and assigns, and all other persons whomsoever lawfully claiming or to claim the same  
or any part thereof.

AND IT IS AGREED, by and between the said parties, that the said mortgagor **s**, their  
heirs, executors or administrators, shall and will forthwith insure the house and building on said lot,  
and keep the same insured from loss or damage by fire in the sum of **XXXX** an amount equal to the total  
principal balance due to American Federal Savings and Loan Association on **its**  
first mortgage and the total principal **Dollars**, and assign the policy of insurance **XXXX**  
balance due on this mortgage. and assign the policy of insurance  
**XXXX** to the said mortgagee or assigns. And in case he **XXXX**  
or they shall at any time neglect or fail to do so, then the said  
**XXXX** mortgagee or assigns may cause the same to be insured in his own name  
and reimburse himself for the premium and expenses of such **XXXX**  
**XXXX** insurance under the mortgage **XXXX**  
Mortgagee shall be entitled to the proceeds of said insurance only to the  
**XXXX** extent of the outstanding principal  
balance at that time.

AND IT IS AGREED, by and between the said parties in case of default in any of the payments of interest or principal as herein provided for, the whole amount of the debt secured by this mortgage shall become due and payable at once.

AND IT IS FURTHER AGREED, That said Mortgagor **their** heirs and assigns, shall pay promptly all taxes assessed and chargeable against said property, and in default thereof, that the holder of this mortgage may pay the same, **XXXX** secured by **XXXX** mortgage shall immediately **XXXX**

PROVIDED ALWAYS, NEVERTHELESS, and it is the true intent and meaning of the parties to these presents, that if the said **Derrell E. Hunter and Susan K. Hunter** do and shall well and truly pay, or cause to be paid unto the said **Edgar D. Pouch**

the said debt or sum of money aforesaid, with interest thereon, if any shall be due, according to the true intent and meaning of the said **promissory note** and condition thereunder written, then this deed of bargain and sale shall cease, determine and be utterly null and void. And the said mortgagor doth hereby assign, set over and transfer to the said mortgagee, his executors, administrators and assigns, all of the rents, issues and profits of the said mortgaged premises, accruing and falling due from and after the service of a summons issued in action to foreclose this mortgage after default in the conditions thereof.

1571 P-5587

4328 IV-21