

## TITLE TO REAL ESTATE

be fixtures and accessory to the freehold and a part of the realty as between the parties hereto, their heirs, executors, administrators, successors and assigns, and all persons claiming by, through or under them and shall be deemed to be a portion of the security for the indebtedness herein mentioned and to be subject to the lien of this mortgage.

TO HAVE AND TO HOLD all and singular the said premises unto the mortgagee, its successors and assigns, forever.

AND the said mortgagors do hereby themselves and their heirs, executors and administrators, to warrant and forever defend all and singular the said premises unto the said mortgagee, its successors and assigns, from and against themselves and their heirs, executors, administrators and assigns, and against every person or persons whomsoever lawfully claiming or to claim the same or any part thereof.

PROVIDED ALWAYS, that if the mortgagors or the heirs, executors or administrators of the mortgagors shall pay unto the said mortgagee, its successors or assigns, the said sum of money mentioned in said note or obligation, and the interest thereon, at the time and in the manner specified therein, and any and all other sums which may become due and payable hereunder, then these presents and the estate hereby granted shall cease, determine and be void, otherwise to remain in full force and virtue.

AND the mortgagors for themselves, and their heirs, executors, administrators and assigns, covenant with the mortgagee as follows, to-wit:-

FIRST: That the mortgagors will keep in full force and effect that certain policy of life insurance bearing register date September 1, 1947 numbered AN@ GN 12,451,419 issued by the mortgagee on the life of Fritz L. Pearson and assigned to the mortgagee as collateral security for the payment of the indebtedness secured hereby, and will pay the indebtedness as hereinbefore provided, and, if default be made in the payment of any part thereof, or in the performance of any of the covenants and conditions herein contained, the mortgagee shall have power to sell the premises herein described according to law.

SECOND: And the mortgagors agree to insure for the benefit of the mortgagee the houses and buildings upon the said premises and to keep the same insured against loss or damage by fire (and by tornado, if required) for not less than Four Thousand(\$4,000.00) - - -Dollars in a company or companies satisfactory to the mortgagee, and to assign and deliver the said policy or policies of insurance, premiums paid, to the said mortgagee, said assignment to be in such form as it may require, all renewal policies to be delivered to the mortgagee at its principal office in the City of New York at least three(3) days before the expiration of the old policies, and that in the event the mortgagors shall at any time fail to effect such insurance or to deliver such policies, as aforesaid, then the said mortgagee may cause the same to be insured and reimburse itself for the premiums and expenses under this mortgage, with interest; and may proceed, at its option, to foreclose the same as though default in the payment had been made. In case of loss the amount received from such insurance shall be applied either on the indebtedness hereby secured or in rebuilding or restoring the damaged buildings as the mortgagee may elect.

THIRD: And it is hereby expressly agreed that the whole principal sum, or so much thereof as may remain unpaid, shall become due and payable at the option of the said mortgagee, after default in the payment of any instalment of principal or interest for thirty(30) days, or after default in the payment of any tax or assessment or water rate as the same become due and payable, or in the event the mortgagors shall fail to keep any policy of life insurance held as collateral security hereto in full force and effect, or in case of the actual or threatened demolition or removal of any building erected upon said premises, anything herein contained to the contrary notwithstanding.