

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

The Mortgagor covenants that he is lawfully seized of the premises hereinabove described in fee simple absolute, that he has good right and lawful authority to sell, convey, or encumber the same, and that the premises are free and clear of all liens and encumbrance whatsoever. The Mortgagor further covenants to warrant and forever defend all and singular the said premises unto the Mortgagor forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

The Mortgagor covenants and agrees as follows:

1. That he will promptly pay the principal of and interest on the indebtedness evidenced by the said note, at the times and in the manner therein provided.

2. That he will keep the premises in a good order and condition as they are now and will not commit or permit any waste thereon, reasonable year and term accepted.

3. That he will keep the improvements now existing or hereafter erected on the mortgaged property insured as may be required from time to time by the Mortgagor against loss by fire and any other hazard specified by Mortgagor, in an amount not less than the mortgage debt, or in such amounts as may be required by the Mortgagor, and in companies acceptable to it, and that all such policies and renewals thereof shall be held by the Mortgagor and have attached thereto, less payable clauses in favor of, and in form acceptable to the Mortgagor, and that he will pay all premiums thereon when due, and that he does hereby assign to the Mortgagor the proceeds of any policy insuring the mortgaged premises and doth hereby authorise each insurance company concerned to make payment for a loss directly to the Mortgagor, to the extent of the balance owing on the Mortgage debt, whether due or not.

4. That he will pay, when due, all taxes, public assessments, and other governmental or municipal charges, fines or other impositions against the mortgaged premises.

5. That he will comply with all governmental and municipal laws and regulations affecting the mortgaged premises.

6. That this Mortgagor shall secure the Mortgagor for such further sums as may be advanced hereafter, at the option of the Mortgagor, for the payment of taxes, insurance premiums, public assessments, repairs or other purposes pertaining to the premises herein, and that all sums so advanced shall bear interest at the same rate as the mortgage debt, and shall be payable on demand of the Mortgagor, unless otherwise provided in writing.

7. That, at the option of the Mortgagor, the Mortgagor shall become due and payable to the Mortgagor, all or any part of the mortgage debt, leaving away said mortgaged premises, or if the title shall have vested in another person by any means whatsoever other than by death of the Mortgagor, the holder of the Mortgage to exercise the power of sale granted shall in the event he exercises your written or the Mortgagor's future right to exercise said option.

8. That he fully agrees, after consulting and advising of the proposed plan of sale and after full disclosure, and agrees that, should it be necessary to liquidate pursuant to this instrument, he being the sole joint tenant, or the holder of the title, upon a voluntary and/or involuntary sale, or a forced sale, with full authority to do the same, that the proceeds of such sale, and collect the rents, issues and profits in all places where the same may be located, shall go to the Credit for the event and purpose aforesaid, by the Mortgagor, and after deducting all charges and expenses incurred in collecting and the expense of, for, this instrument, shall apply the residue of the funds so net and gross to the payment of the balance owing on the mortgage debt.

9. It is agreed that the Mortgagor, shall hold the premises above described unencumbered as a distinct tract of land, separate from the rest of the tract, and that the Mortgagor, or the Mortgagor's or the Mortgagor's wife, shall be entitled, alone and revocable, and this notwithstanding, for a period of one year from the day of original recording of this instrument, and through mutual agreement, or should the Mortgagor, before a date earlier than mentioned, die, or become incapable of the use of his/her mental faculties, or should the debt be called, provide shelter to his/her wife, or to his/her children, or to his/her dependents, by some other place, all costs and expenses resulting from the Mortgagor's wife holding the premises, or offering up the same, and the husband, the wife, shall be entitled to remain in full force and opinion.

10. It is agreed that the Mortgagor, shall hold and enjoy the premises above described until due at a certain date under this mortgage or in the time agreed herein. It is the express intent of this instrument that if the Mortgagor shall fail to perform all the terms contained in this instrument, this mortgage and all the rights secured thereby, then this mortgage shall be entirely null and void, and the same to remain in full force and opinion.

11. This instrument, as contained, shall bind, and the heirs and executors, shall stand in the respective heirs, executors, administrators, executors, and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural, the singular, and the use of any gender shall be applicable to all genders.