

TO HAVE AND TO HOLD, all and singular the said premises unto the Mortgagee, 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 Mortgagee 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, and that the mortgagee may collect a late charge of  $\$1.00$  for each dollar of each payment or advance hereunder more than  $15$  days in arrears, to cover the extra expense involved in handling delinquent payments.

2. That he will keep the premises in as good order and condition as they are now and will not commit or permit any waste thereof, reasonable wear and tear 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 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 policies and renewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of, and in form acceptable to, the Mortgagee, and that he will pay all premiums therefor when due; and that he does hereby assign to the Mortgagee the proceeds of any policy insuring the mortgaged premises and does hereby authorize each insurance company concerned to make payment for a loss directly to the Mortgagee, 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 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 provisions herein, and that all sums so advanced shall bear interest at the same rate as the mortgage debt and shall be payable on demand to the Mortgagee, unless otherwise provided in writing.

7. That, at the option of the Mortgagee, this Mortgage shall become due and payable forthwith if the Mortgagee shall remove away said mortgaged premises, or if the title shall become vested in any other person in any manner whatsoever, whether or not of the Mortgagor; the failure of the Mortgagee to exercise the option hereby granted shall in no event be construed as a waiver of the Mortgagee's future right to exercise said option.

8. That he hereby assigns all rents, issues and profits of the mortgaged premises, and after any default hereunder, he agrees that, should legal proceedings be instituted pursuant to this instrument, and if the Court shall find it necessary to do so, otherwise, appoint a receiver of the mortgaged premises, with full authority to take possession of the mortgaged premises, collect the rents, issues and profits, including a reasonable rental to be fixed by the Court in its discretion, and to apply the same to the Mortgagor, and after deducting all charges and expenses attending such proceeding and the payment of the debt secured hereby, to apply the residue of the rents, issues and profits toward the payment of the debt secured hereby.

9. If there is a default in any of the terms, conditions or covenants of this mortgage, or if the Mortgagee shall exercise at the option of the Mortgagee, all sums then owing by the Mortgagor to the Mortgagee shall become immediately due and payable, and this mortgage may be foreclosed. Should any legal proceedings be instituted for a foreclosure of this mortgage, or if the Mortgagee become a party to any suit involving this Mortgage or the title to the premises hereunder, the costs and expenses of such proceedings secured hereby or any part thereof be placed in the hands of an attorney at law to be retained by the Mortgagee, and a reasonable attorney's fee, shall thereupon become due and payable on demand, at the option of the Mortgagee, as a part of the debt secured hereby, and may be enforced as such debt.

10. It is agreed that the Mortgagor shall hold and enjoy the premises above conveyed until there is a default in any of the terms, conditions, and covenants of this mortgage, or in the note secured hereby. It is the true meaning of this instrument that if the Mortgagor shall fail to comply with the terms, conditions, and covenants of this mortgage, and of the note secured hereby, that then the mortgage shall be deemed to be in default, and shall otherwise remain in full force and virtue.

11. The covenants herein contained shall bind, and the benefits and advantage shall inure, to the heirs, assigns, administrators, successors, and assigns of the parties hereto. Whenever used, the singular masculine shall include the plural, and the singular, and the use of any gender shall be applicable to all genders.