

Together with all and singular the rights, members, hereditaments, and appurtenances to the same belonging or in any way incident or appertaining, and all of the rents, issues, and profits which may arise or be had therefrom, and including all heating, plumbing, and lighting fixtures and any other equipment or fixtures now or hereafter attached, connected, or fitted thereto in any manner; it being the intention of the parties hereto that all such fixtures and equipment other than the usual household furniture, be considered a part of the real estate.

TO HAVE AND TO HOLD all and singular the said premises unto the Mortgagee, its successors and assigns forever. *b.j.e.c. book ny n.c. page 571 sec 144*

The Mortgagor covenants that he is lawfully seized of the premises hereinabove described, in the 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 encumbrances; wherefore the Mortgagee, in these covenants to warrant and forever defend all and singular the premises and the same from and against the Mortgagor, and all persons whomsoever lawfully claiming the same, or any part thereof.

The Mortgagor covenants and agrees as follows: *b.j.e.c. book ny n.c. page 571 sec 144*

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; failure to pay promptly shall at the option of the holder, permit a late charge to be charged. *b.j.e.c. book ny n.c. page 571 sec 144*

2. 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, and also any further loans, advances, advancements or credits that may be made hereafter to the Mortgagor by the Mortgagee; 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 Mortgagee, unless otherwise provided in writing.

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 other hazards, in such amounts as may be required by the Mortgagee, and in companies acceptable to it, and that he hereby assign to the Mortgagee all such policies and the full value thereof, and all rights and interests held by the Mortgagee and have attached thereto loss payable clauses in favor of him or his assigns, to the Mortgagee. Failure to provide insurance shall at the option of the holder, permit the holder to acquire such insurance as it deems necessary for the holder's protection, exclusive of the mortgagor's protection and to charge the cost of same to the mortgagor. *b.j.e.c. book ny n.c. page 571 sec 144*

4. That he will keep all improvements now existing or hereafter erected upon the mortgaged property in good repair, and should he fail to do so, the Mortgagee may make such repairs, or cause to be made whatever repairs are necessary, and charge the expense thereof against the mortgage debt.

5. That the Mortgagee may require the mortgagor to contribute to the expense of insuring the property, and hereby to carry life insurance upon himself in a sum sufficient to cover the unpaid balance of the principal and interest thereon, and to designate the Mortgagee as beneficiary thereof, and upon failure of the Mortgagor to pay the premiums therefor, the Mortgagee may, at its option, pay said premiums and all sums so paid by the Mortgagee shall become a part of mortgage debt.

6. That at the option of the holder, together with all and singular the sums mentioned above, principal and interest payable under the terms of the note, and all taxes, assessments, and charges, on the first day of each month, until the indebtedness is paid in full, and that the holder may collect the twelfth of the annual taxes, public assessments and other charges, on the first day of each month, and, on the failure of the Mortgagor to pay all taxes, insurance premiums, and other charges, the Mortgagee may, at its option, pay said items and charge the amount thereof, with a reasonable deficiency in the amount of such aggregate monthly payment, to the account of the Mortgagor prior to the due date of the next such payment, constituting a new and additional obligation. The Mortgagee may collect a "late charge" not to exceed five (5) percent of the amount due, which is not paid within ten (10) days from the due date, or from the date of collection, less expense in handling delinquent payments. If, however, such monthly payment cannot be collected, the items, when the same shall become due, may be collected in any manner, and in any amount necessary to make up the deficiency, and the same may be collected within ten (10) days after written notice from the Mortgagee, and the same may be collected by mail.

7. That he hereby agrees to pay to the Mortgagee, in addition to the principal and interest, any default premium, and any other expenses, and that the Mortgagee shall have the right to sue for the same, deducting all charges and expenses, and that the same may be collected in any manner, and the same shall apply the residue of the amount due.

8. A default in the payment of the principal and interest, or any part thereof, or any other note, and in the payment of any taxes, assessments, or other charges, and in the payment of any default premium, or any other expense, and the Mortgagee shall have the right to sue for the same, deducting all charges and expenses, and that the same may be collected in any manner, and the same shall apply the residue of the amount due.

9. That in the event of the death of the Mortgagor, the Mortgagor's estate, or the estate of any person in whom the Mortgagor may have an interest, or in the event of the bankruptcy of the Mortgagor, the Mortgagee shall have the right to sue for the same, deducting all charges and expenses, and that the same may be collected in any manner, and the same shall apply the residue of the amount due.