

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

The Mortgagor covenants that he is lawfully owner of the premises hereinabove described to his 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 whatsoever. The Mortgagee further covenants to warrant and forever defend all and singular the premises unto the Mortgagee his heirs, executors, and assigns, the Mortgagor and all persons whatsoever lawfully claiming the same or any part thereof.

The Mortgagee 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 thereby provided, or as modified or extended by mutual agreement in writing.
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, improvements or credits that may be made hereafter to the Mortgagee by the Mortgagor, and for any other or further obligation or indebtedness due to the Mortgagee by the Mortgagor at any time hereafter; 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, and the lien of this mortgage securing such advances and improvements shall be superior to the rights of the holder of any intervening lien or encumbrance.
3. Without affecting the liability of any person obligated for the payment of any indebtedness secured hereby, and without affecting the rights of the Mortgagee with respect to any security not expressly released in writing, the Mortgagee may at any time, without notice or consent, make any agreement extending the time or otherwise altering the terms of payment of the indebtedness secured hereby.
4. That he will keep the improvements now existing or hereafter erected on his unengaged property insured as may be required from time to time by the Mortgagee against loss by fire and other causes, casualties and contingencies in such amounts and for such periods as may be required by the Mortgagee and will pay promptly, when due, any premiums on such insurance provision for payment of which we are liable under the policies. All insurance shall be carried in companies approved by the Mortgagee and the premium and amount thereof shall be held by the Mortgagee and have attached thereto full payment therefor or such as shall be acceptable to the Mortgagee. In event of loss Mortgagee will give immediate notice by mail to the Mortgagor who may make proof of loss if not made promptly by Mortgagor and apply insurance company immediately a power authorized and directed to make payment for such loss directly to the Mortgagor and to the Mortgagee and Mortgagor jointly, and the insurance proceeds, in any part thereof, may be applied by the Mortgagee at the option either to the reduction of the indebtedness hereby referred to or the restoration or repair of the property damaged. In event of foreclosure of this mortgage or other transfer of title to the Mortgagor's property as a consequence of the indebtedness secured hereby, all right title and interest of the Mortgagor in and to his insurance policies then in force shall pass to the purchaser or grantee.
5. That he will keep all improvements now existing in character erected upon his unengaged property in good repair, and, in the case of a construction loan, that he will complete same ready and complete without interruption, and should he fail to do so, the Mortgagee may, at its option, make up and premises make whatever repairs are necessary, including the completion of any construction work necessary and charge the expenses for such repairs or the completion of such construction to the mortgage debt.
6. That the Mortgagee may require the maker, or maker in substance of any indebtedness incurred hereby to carry life insurance upon himself in a sum sufficient to pay off same current of the mortgage, designating the Mortgagee as beneficiary thereof, and, upon failure of the Mortgagor to pay the premiums therefore, the Mortgagee may, at its option, pay said premiums, and all sums so advanced by the Mortgagee shall become a part of mortgage debt.
7. That, together with, and in addition to, the monthly payments of principal and interest payable under the terms of the note secured hereby, he will pay to the Mortgagee, on the first day of each month until the indebtedness secured hereby is paid in full, a sum equal to one-twelfth of the annual taxes, public assessments and insurance premiums, as estimated by the Mortgagee, and, on the failure of the Mortgagor to pay all taxes, insurance premiums and public assessments, the Mortgagee may at its option, pay out same and charge all advances therefor to the mortgage debt. These monthly excess payments will not be credit on the indebtedness.
8. That he hereby assigns all the rents, issues, and profits of the mortgaged premises from and after any default hereunder, and should legal proceedings be instituted pursuant to this instrument then the Mortgagee shall have the right to have a receiver appointed of the rents, issues, and profits then due insuring all charges and expenses attending such proceedings and the execution of his trust in receiver shall apply the residue of the rents, issues, and profits, toward the payment of the debt secured hereby.
9. That, at the option of the Mortgagee, this mortgage shall become void and voidable throughout if the Mortgagor shall convey away said mortgaged premises, or if the title shall become vested in any other person in any manner whatsoever other than by death of the Mortgagor, or, in the case of a construction loan of the Mortgagor shall permit work on the project to become and remain unfinished for a period of fifteen (15) days without the written consent of the Mortgagee.
10. It is agreed that the Mortgagor shall hold and enjoy the premises above described until there is a default under this mortgage or in the note secured hereby. It is the true meaning of this instrument that if the Mortgagor shall fully perform all the terms, conditions, and covenants of this mortgage, and if the note secured hereby, that then this mortgage shall be utterly null and void; otherwise to remain in full force and effect. If there is a default in any of the terms, conditions or covenants of this mortgage, in or the note secured hereby, then, 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 the foreclosure of this mortgage, or should the Mortgagor become a party to any suit concerning this Mortgage or the title to the premises described herein, or should the debt secured hereby in any part thereof be placed in the hands of an attorney at law for collection by rule or otherwise, all costs and expenses incurred by the Mortgagee, and a reasonable attorney's fee, shall thereupon become due and payable immediately on demand, at the option of the Mortgagee, as a part of the debt secured thereby, and may be recovered at interest hereunder.