H1230 No 176

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

The Mortgagor covenants that he is lawfully setzed of the premises hereinabove described to be simple absolute, that he has good right and lawful authority to sell convey, or encueber the same, and that he premises are free and clear of all liens and encuentrances whatecover. The Mortgagor further coverants to warrant and forever defend all and singular the premises unto the Mortgagor forever, toom 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 end interest on the indebtodness evidenced by the said note, at the times and in the manner therein provided or as modified or extended by metuel exceement in writing.
- 2. That this mortgage shall secure the Mortgages for such further sums as may be advanced hereafter, at the option of the Mortgages, for the payment of taxes, insurance premiums, public assessments, repairs or other purposes pursuant to the covenants herein, and also say further losses, advances readvances or credits that may be made hereafter to the Mortgager by the Mortgages, and for any other or further obligation or indebtedness due to the Mortgages by the Mortgager at any time hereafter; and that all sums so advanced shall hear interest at the same rate as the Mortgage debt and shall be payable on demand of the Mortgages, unless otherwise provided in writing; and the lien of this mortgage securing such advances and readvances 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 Mortgages with respect to any security not expressly released in writing, the Mortgagee may at any time, without notice of 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 exerted on the martgaged property insured as may be required from time to time by the Mortgageo against loss by fire and other hazards, casualties and contingencies in such amounts and for such periods as may be required by the Mortgageo and will pay promptly, when due, any premiums on such insurance provision for payment of which has not been made hereinbefore. All insurance shall be carried in companies approved by the Mortgageo and the policies and renewals thereof shall be held by the Mortgageo and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgageo. In event of loss Mortgagor will give immediate notice by mall to the Mortgageo, who may make proof of loss if not made promptly by Mortgagor, and each insurance company emicaned is hereby authorized and directed to make payment for such loss diffectly to the Mortgageo instead of to the Mortgageo at its option either to the reduction of the insurance proceeds, or any part thereof, may be applied by the Mortgageo at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this mortgage or other transfer of title to the Mortgageo property in estinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgageo in and to any insurance policies then in force shall pass to the purchaser of grantee.
- 5. That he will keep all improvements now existing or hereafter erected upon the mortgaged property in good repair, and, in the case of a construction loan, that he will continue construction until completion without interruption, and should he fail to do so, the Mortgages may, at its option, enter upon said premises, make whatever repairs are necessary, including the completion of any construction work underway, 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, co-maker in endinser of any indehedness secured hereby to carry life insurance upon himself in a sum sufficient to pay all sums secured by this mortgage, designating the Mortgagee as beneficiary thereof, and, upon failure of the Mortgager to pay the premiums therefor, 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 Mortgages, 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 Mortgages, and, on the failure of the Mortgages to pay all taxes, insurance premiums and public assessments, the Mortgages may at its order, way said thems and charge all advances therefor to the mortgage debt. These monthly estrow payments will not bear interest to the mortgager(s).
- 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 Mortgages shall have the right to have a receiver appointed of the rents, issues, and profits, who, after deducting all charges and expenses attending such proceedings and the execution of his trust as 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 Mortgages, this mortgage shall become due and payable forthwith if the Mortgagor shall convey away said mortgaged premises, or if the litle 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, if the Mortgagor shall permit work on the project to become and remain interrupted for a period of fifteen (10) days without the written consent of the Mortgagoe.
- 10. It is agreed that the Mortgagor shall hold and enjoy the premises above conveyed until there is a default under this mortgage or in the note secured bereby. 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 of the note secured hereby, that then this mortgage shall be utterly null and wolds otherwise to remain in full force and virtue. If there is a default in any of the terms, conditions or covenants of this mortgage, or of the note secured hereby, then, at the option of the Mortgages, all sums then owing by the Mortgages, or of the note secured hereby, then, at the option of the Mortgages hall become immediately due and payable and this mortgage may be foreclosed. Should any legal proceedings he instituted for the foreclosure of this mortgage, or should the Mortgages, becomes a factly to any entil involving this Mortgage or the true to the premises described hereits be altoid the neb secured the terms to any part thereof be placed in the hards of an attorney at law (or collection by suit or otherwise all costs and expressed part the Mortgages, and a reasonable attorney's fee, thall therefore increase next and expense manufactery, for the denient the option of the Mortgages, as a part of the debt secured thereby, see may be recovered and tollected thereignes.