

on the loan secured hereby, does not exceed the maximum permitted by law to be paid, but if it does the mortgagee may at its option pay the excess or declare the entire debt secured hereby due and payable. And the said mortgagor does further agree to pay, when the same become due, all assessments for public improvements which may be levied against said premises.

AND IT IS FURTHER AGREED, That the said mortgagor will keep said premises and all buildings and other improvements thereon in as good condition and repair as of this date, and will commit or permit no waste.

AND IT IS FURTHER AGREED, That in case the taxes, assessments, charges, liens, insurance premiums, attorney's fees and expenses are not paid as herein provided, the mortgagee may pay the same and collect the amount from the mortgagor, immediately, or on demand, at the option of the mortgagee, together with interest at eight per cent per annum from the date of payment, and this mortgage shall stand as security therefor.

AND IT IS FURTHER AGREED, That upon default being made in the payments of any of said notes or the interest on same, or of the insurance premiums, or of the taxes, charges, attorney's fees, expenses or assessments, herein mentioned, when the same shall severally become payable, or upon failure to comply with any agreement herein, then the entire amount of the debt secured or intended to be secured hereby, shall become due, at the option of said mortgagee, although the period limited for the payment thereof may not then have expired.

AND IT IS FURTHER AGREED, That if at any time any part or whole of said sum or sums secured hereby, or interest thereon, be past due and unpaid, the mortgagor hereby assigns the rents and profits of the above described premises to said mortgagee, its successors and assigns, and agrees that any Judge of the Circuit Court of said State, may, at Chambers or otherwise, appoint a Receiver, with authority to take possession of said premises and collect said rents and profits, applying the net proceeds, after paying costs of collection, upon said sum or interest secured hereby, without liability to account for anything other than the rents and profits actually collected.

AND IT IS FURTHER AGREED, That should any legal proceedings be instituted for the foreclosure of this mortgage, or should the mortgagee become a party to any suit involving this mortgage or the title to the premises described herein, or should the debt secured or any part thereof be placed in the hands of an attorney-at-law for collection by suit or otherwise, that costs and expenses incurred by the mortgagee, including a reasonable counsel fee (of not less than ten (10) per cent. of the amount involved), shall thereupon become due and payable immediately, or on demand, at the option of the mortgagee, as a part of the debt secured hereby, and may be recovered and collected hereunder.

AND IT IS FURTHER AGREED, That it is the intent of this instrument that the hereinbefore mentioned covenants are to be binding on the said mortgagor, heirs, executors and administrators, and shall run in favor of the said mortgagee, its successors or assigns.

PROVIDED ALWAYS, That it is the true intent and meaning of the parties to these presents, that if the said mortgagor, - heirs, executors or administrators shall pay or cause to be paid unto the said mortgagee, its successors or assigns, the said notes with interest thereon, if any, when due, and also all sums of money paid by the said mortgagee, according to the conditions and agreements of the said notes and of this mortgage, shall otherwise comply with the terms and agreements herein, then this deed of bargain and sale shall cease, determine and be void, otherwise it shall remain in full force and virtue.

AND IT IS LASTLY AGREED, by and between the said parties, that the said mortgagor is to hold and enjoy the said premises until default of payment shall be made.

WITNESS my hand and seal this twenty-sixth (26) day of October, 1929.

Signed, Sealed and delivered

C. C. Good (L. S.)

in the presence of

Dolores Todd  
Sammie Lurey

(Over)