

1. That the words "mortgagor" and "mortgagee" herein, and the pronouns relating to them shall include all genders, the singular or plural, and persons or corporations.

2. That he will pay all taxes, charges and assessments on or against the mortgaged premises before delinquency.

3. That he will neither permit nor commit waste, alterations or removal of improvements now or hereafter thereon without the Mortgagee's written consent.

4. That he will insure the buildings now or hereafter on the mortgaged premises in the sum of not less than the full insurable value, and keep the same insured from loss or damage by fire, war damage and other hazards, including wind storm and tornado, and against such other casualties as the Mortgagee may require, and assign the policy to the Mortgagee, and to pay the premium for such insurance.

5. That upon default in the payment of any part of principal or interest of the debt hereby secured, or upon failure to fulfill and perform any covenant or agreement in this mortgage contained, such default or failure shall operate as an express assignment of the rents and profits from the mortgaged premises and shall entitle the Mortgagee or the holder hereof to have a receiver appointed, in open court or at chambers, upon ex parte application, to take charge and possession of the premises and collect the rents and profits and apply the net proceeds upon the mortgage debt or any unpaid taxes, insurance or other assessment, cost or expense, without liability to account for more than the rents and profits actually received, less all costs and expenses.

6. That, on failure of the Mortgagor to pay taxes, assessments, etc., and insurance premiums, the Mortgagee shall have the right, but shall not be required, to pay the same and recover the amounts paid as a part of this mortgage debt with interest from the date of payment at seven per cent per annum.

7. That, upon any such default, or failure the Mortgagee, its Successors or Assigns, or the holder hereof, shall have the option of declaring the entire debt secured hereby past due and the conditions of this mortgage broken, and shall have the right to immediately foreclose the same; but, a failure to declare maturity for any one or more defaults or failures shall not be deemed a waiver of the right to invoke this acceleration clause for any subsequent default or failure.

PROVIDED, ALWAYS, NEVERTHELESS, And it is the true intent and meaning of the parties to these presents that if the Mortgagor shall well and truly pay or cause to be paid unto the Mortgagee or holder hereof, its certain attorney, successors or assigns, the said debt or sums of money aforesaid with interest thereon, if any shall be due, according to the true intent and meaning of the said obligation and condition thereof, then this deed of bargain and sale shall cease, determine and be utterly null and void; otherwise it shall remain in full force and virtue.

IN WITNESS WHEREOF Cecil's, Incorporated has caused these presents to be executed by its duly authorized officers, and its seal to be affixed, and P. S. Cecil, Jr. and T. W. Cecil have herunto set their hands and seals in three (3) counterparts this 18<sup>th</sup> day of February, 1959.