

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

The Mortgagor covenants that he is lawfully owner of the premises hereinabove described in fee 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 Mortgagor further covenants to warrant and forever defend all and singular the premises unto the Mortgagor forever, from and against the Mortgagor and all persons whomsoever 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 therein 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 sums, advances, readvances or credits that may be made hereafter to the Mortgagor by the Mortgagee, 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 readvances shall be superior to the rights of the holder of any intervening lien or encumbrance.
3. Without affecting the liability of any person obliging for the payment of any indebtedness secured hereby, and without affecting the rights of the Mortgagor with respect to any security not expressly released in writing, the Mortgagee may at any time, without calling for interest, upon 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 the mortgaged property insured as may be required from time to time by the Mortgagor against loss or damage by hazards, in such amounts as may be required by the Mortgagee, and in compensation therefor, and that he does hereby assign to the Mortgagee all such policies, and that all such policies and amounts named shall be held by the Mortgagee and have attached thereto less payable clauses in favor of, and in favor acceptable to the Mortgagee.
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 commence construction until completion without interruption, and should he fail to do so, the Mortgagor may, at his option, call upon said premises, make whatever repairs are necessary, including the completion of any construction which may be way, and charge the expenses for such repairs to the completion of such construction in the mortgage debt.
6. That the Mortgagee may require the maker, or holder of notes or of any indebtedness secured hereby to carry life insurance upon himself in a sum sufficient to pay all debts incurred by this mortgage, designating the Mortgagee as beneficiary thereof, and, upon failure of the Mortgagor to pay the premium therefor, the Mortgagee may, at its option, pay said premium, and all costs or expenses so incurred by the Mortgagee shall become a part of mortgage debt.
7. That, together with, and in addition to, the monthly payment of principal and interest payable under the terms of the note secured hereby, he will pay to the Mortgagee on the last day of each month, until the indebtedness secured hereby is paid in full, a sum equal to one-twelfth of the principal, 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 and incur and charge all advances therefore to the mortgage debt.
8. That he hereby assigns to the Mortgagee all the rents, issues, and profits of the mortgaged premises, from and after any default hereunder, and should legal proceedings be necessary pursuant to this instrument, then the Mortgagee 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 expenses of his trust as receiver, shall apply the residue of the rents, issues, and profits, first, to the payment of the debt secured hereby.
9. That, at the option of the Mortgagee, this mortgage shall become due and payable forthwith if the Mortgagor shall convey away and mortgaged premises, or if the title shall subsequently vest 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 property to become and remain incomplete for a period of fifteen (15) days without the written consent of the Mortgagee.
10. It is agreed that the Mortgagee 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 intention of this instrument that if the Mortgagor shall fully perform all the terms, conditions, and covenants hereinabove, and of the note secured hereby, that then this mortgage shall be utterly null and void, otherwise it shall be full force and effect. 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 Mortgagee, all sums then owing by the Mortgagor on the Mortgage 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 Mortgagee become a party to any suit respecting the Mortgage or the title to the premises described herein, or should the date required by law or court decree be placed in the hands of an attorney at law for collection by suit or otherwise, all costs and expenses incurred by the Mortgagee, and a reasonable attorney's fee, shall thereupon become due and payable immediately as on demand, at the option of the Mortgagee, as a part of the debt secured thereby, and may be deducted and collected hereunder.