

The Mortgagor further covenants and agrees as follows:

- (1) That this mortgage shall secure the Mortgagee in the payment of taxes, assessments, levies, and other charges on the premises, and shall secure the Mortgagee for any and all other charges on the premises, long as the total indebtedness hereon shall not exceed the amount at the same rate as this mortgage debt and shall be payable by the Mortgagor.
- (2) That it will keep the improvements on the premises in repair to time by the Mortgagee against loss by fire, lightning, or other cause, in such amounts as may be required by the Mortgagee, and shall hold by the Mortgagee, and have attached thereto, all policies of insurance, all premiums therefor when due, and that it does hereby, and it hereby authorizes each insurance company concerned to make payment of the Mortgage debt, whether due or not.
- (3) That it will keep all improvements now being or hereafter to be made on the premises until completion, unless the Mortgagee shall otherwise direct, and make whatever repairs are necessary to keep the same in good condition, and completion of such construction to the mortgage debt.
- (4) That it will pay, when due, all taxes, rents, assessments, and other charges on the mortgaged premises. That it will comply with all governmental and other laws, ordinances, and regulations applicable to the premises.
- (5) That it hereby assigns all rent, issues and profits of the premises, and should legal proceedings be instituted pursuant to this instrument, any part of the mortgaged premises, with full authority to take possession of the same, and to lease the same for a reasonable rental to be fixed by the Court in the event said proceedings are instituted, and the cost of attending such proceeding and the execution of its trust as aforesaid, shall be paid by the Mortgagor, as a part of the debt secured hereby, and may be recovered and collected hereunder.
- (6) That if there is a default in any of the terms, conditions, or covenants of this mortgage or of the note secured hereby, then, in the event of the Mortgagee, all sums then owing by the Mortgagor to the Mortgagee shall become immediately due and payable, and the mortgage may be foreclosed. Should any legal proceedings be instituted for the foreclosure of this mortgage, or should the Mortgagee become a party of any suit involving this Mortgage, or the title to the premises described herein, or should the debt secured hereby or any part thereof be placed in the hands of any 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 or on demand, at the option of the Mortgagee, as a part of the debt secured hereby, and may be recovered and collected hereunder.
- (7) That the Mortgagor shall hold and enjoy the premises above conveyed 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 the mortgage, and of the note secured hereby, that then this mortgage shall be utterly null and void, otherwise to remain in full force and virtue.
- (8) That the covenants herein contained shall bind, and the benefits and advantages shall inure to the respective heirs, executors, administrators, successors and assigns, of the parties hereto. Whenever used, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

WITNESS the Mortgagor's hand and seal this 29th day of September 1972.
 SIGNED, sealed and delivered in the presence of:
Susan E Poole
Lucie L. Johnson

THE ERVIN COMPANY
 BY: M. J. Michael
 And: R. W. Witherspoon

STATE OF North Carolina
 COUNTY OF Wake

PROBATE

Personally appeared the undersigned witness and made oath that (s)he saw the within named mortgagor sign, seal and as to act and deed deliver the within written instrument and that (s)he, with the other witness subscribed above witnessed the execution thereof.

SWORN to before me this 29 day of September 1972
Lucie L. Johnson (SEAL)
 Notary Public for South Carolina North Carolina
 My Commission Expires: 8-20-77

NOT NECESSARY
 RENUNCIATION OF DOWER

STATE OF SOUTH CAROLINA }
 COUNTY OF _____ }
 I, the undersigned Notary Public, do hereby certify, unto all whom it may concern, that the undersigned wife (wives) of the above named mortgagor(s) respectively, did this day appear before me, and each, upon being ritually and separately examined by me, did declare that she does freely, voluntarily, and without any compulsion, dread or fear of any person whatsoever, renounce, release and forever relinquish unto the mortgagee(s) and the mortgagee(s)' heirs or successors and assigns, all her interest and estate, and all her right and claim of dower of, in and to all and singular, the premises within mentioned and released.
 GIVEN under my hand and seal this

day of _____ 19____
 Notary Public for South Carolina _____