

Together with all and singular the rights, members, hereditaments and appurtenances to the same belonging or in any way incident or appertaining, and all of the rents, issues and profits which may arise or be had therefrom, and including all heating, plumbing and lighting fixtures and any other equipment or fixtures now or hereafter attached, connected or fitted thereto in any manner; it being the intention of the parties hereto that all such fixtures and equipment, other than the usual household furniture, be considered a part of the real estate.

TO HAVE AND TO HOLD all and singular the said premises unto the Mortgagee, his heirs and assigns forever.

The Mortgagor covenants that he is lawfully seized 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 Mortgagee forever, from 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 and interest on the indebtedness evidenced by the said promissory note, at the times and in the manner therein provided.

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 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.

3. That he will keep the improvements now existing or hereafter erected on the mortgaged property insured against loss by fire and other hazards, in companies acceptable to the Mortgagee, in an amount not less than the balance due upon the obligation secured by this mortgage plus the balance due upon any obligation(s) secured by any mortgage(s) constituting a lien(s) prior to the lien of this mortgage; that all such policies shall have loss payable clauses reflecting the interest of the Mortgagee; and that such policies shall be held by the Mortgagee unless they are held by the holder of a mortgage constituting a lien prior to the lien of this mortgage, in which event the Mortgagor shall furnish to the Mortgagee with respect to each policy a certificate of insurance issued by the insurance company reflecting the coverages, terms and provisions.

4. That he will keep improvements now existing or hereafter erected upon the mortgaged property in good repair, and should he fail to do so, the Mortgagee may, at his option, enter upon said premises, make whatever repairs are necessary and charge the expenses for such repairs to the mortgage debt.

~~5. That the Mortgagee may require the maker, or maker or endorser of any indebtedness secured hereby to carry fire insurance upon the same in a sum sufficient to pay all sums secured by this mortgage, designating the Mortgagee as beneficiary, the said sum, upon failure of the Mortgagor to pay the premiums therefor, the Mortgagee may at his option pay said premiums and all sums so advanced by the Mortgagee shall become a part of the mortgage debt.~~

6. That he will pay when due all taxes, insurance premiums and public assessments and, on the failure of the Mortgagor to pay all taxes, insurance premiums and public assessments, the Mortgagee may, at his option, pay said items and charge all advances therefor to the mortgage debt.

7. 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 instituted 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 execution of his trust as receiver, shall apply the residue of the rents, issues and profits toward the payment of the debt secured hereby.

8. That, at the option of the Mortgagee, this mortgage shall become due and payable forthwith if the Mortgagor shall convey away said mortgaged premises or if the title shall become vested in any other person in any manner whatsoever other than by death of the Mortgagor.

9. 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 promissory 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 this mortgage and of the promissory note secured hereby, then this mortgage shall be utterly null and void; 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 promissory note secured hereby, then, at the option of the Mortgagee, all sums then owing by the Mortgagor to the Mortgagee 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 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 an attorney at law for collection by suit or otherwise, all costs and expenses incurred by the Mortgagee, including a reasonable attorney's fee (in any event, not less than 10% of the unpaid balance), shall thereupon become due and payable immediately or on demand, at the option of the Mortgagee, as a part of the debt secured thereby, and may be recovered and collected hereunder.

10. 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 number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

WITNESS my hand and seal this 10th day of July, 1981.

Signed, sealed and delivered in the presence of: PARK STREET ASSOCIATES (SEAL)
 Witness as to Stephen H. Flaspohler

Barbara J. Heath By: Stephen H. Flaspohler (SEAL)

Wendy E. Sappelt By: D. Vinson Atkison (SEAL)
 Witness as to D. Vinson Atkison and John P. Scott

John P. Scott By: John P. Scott (SEAL)

Howard K. Robbins

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