

TO HAVE AND TO HOLD, The above described real estate, together with the buildings and improvements now or hereafter on said lands, if any, and all personal property now or hereafter attached in any manner to said buildings or improvements, and all the rights, members, hereditaments and appurtenances thereunto belonging or in any wise appertaining, all and singular, unto the Mortgagee, its successors and assigns forever.

And the Mortgagor hereby binds himself, his heirs, representatives and assigns, to warrant and forever defend, all and singular, the said real estate unto the Mortgagee from and against himself and his heirs, representatives and assigns and every person whomsoever lawfully claiming the same, or any part thereof, ~~except as against the Mortgagee in the first mortgage referred to at the end of the descriptive clause hereof, if any.~~

And it is hereby covenanted and agreed between the parties hereto, as follows, to-wit:

FIRST:—That the Mortgagor (a) will pay the said debt or sum of money, and interest thereon secured hereby and also by the said first mortgage above referred to, as and when the same shall be due and payable, according to the true intent and meaning of the said notes, or any renewals thereof, or of any portion thereof, and especially will pay on demand all costs and expenses of whatever nature which the Mortgagee shall incur or be put to, including, and in addition to, attorney's fee, as provided in the said notes, for collecting the said debt or sum of money and interest thereon, by demand of attorney or by legal proceedings, or for protecting or enforcing through especially employed attorneys and agents, and by legal proceedings or otherwise, any of its rights under the provisions, of this Mortgage, all of which said costs and expenses are hereby made a part of the debt herein secured; (b) will execute and cause to be executed such further assurances of title to the said real estate, and take, and cause to be taken, such steps, including legal proceedings, as may at any time appear to the Mortgagee to be desirable to perfect its title to the said real estate free from any defect, cloud or incumbrance; (c) will pay all taxes and charges assessed on said real estate before the same shall become delinquent, and immediately thereafter exhibit to the Mortgagee official receipts showing the payment of same; (d) will, at his own expense, during the continuance of this debt, keep the buildings on said real estate constantly insured against loss by fire, in some responsible stock fire insur-

ance company or companies satisfactory to the Mortgagee, for an amount not less than Twenty Five Hundred Dollars (\$2500.00), with the loss, if any, payable under New York Standard Mortgagee Clause with contribution clause stricken, or a substantially similar clause, to the Mortgagee, as its interest may appear, and will pay the premium or premiums on the policy or policies in advance, and deliver the policy or policies as additional security, and where renewal policies are necessary in the performance of this covenant will deliver them to the Mortgagee at least ten days before the expiration of the existing insurance, (and the avails of said insurance, if any loss occurs, shall, at the option of the Mortgagee, be applied to the payment of the debt hereby secured, or applied to the restoration of said improvements); if there shall be a lien on the property hereby conveyed which is superior to the lien of this mortgage, delivery of the insurance policies to the Mortgagee therein shall constitute a compliance herewith, provided that the Mortgagee clause above referred to in favor of the Mortgagee herein is attached to the policies so delivered; (e) will not permit or commit any waste of said real estate, nor alter, tear down, or remove any buildings or other improvements on said real estate, and especially will not cut or permit any cutting of timber except for the necessary and ordinary requirements of said real estate and will keep all the said buildings and other improvements in as good condition of repair as they now are, and should there be impairment or deterioration in their value in the opinion of the Mortgagee, will immediately, upon demand, make such repairs as to the Mortgagee may seem necessary and reasonable. And if the Mortgagor shall fail to pay the said taxes and charges, or to execute said assurances of title or take such steps as may seem desirable to the Mortgagee to perfect its title to said real estate, free from any defect, cloud or incumbrance, or to keep the buildings on said real estate constantly insured as is hereinbefore stipulated or shall permit or commit said waste, or alter, tear down, or remove any of said buildings or other improvements or cut or permit the said cutting of timber beyond the necessary and ordinary requirements of said real estate or fail to keep said buildings in as good condition of repair as they now are, or to make such repairs as to the Mortgagee may seem necessary and reasonable, the Mortgagee may at its option, without notice, pay the said taxes and charges, and take such steps as may seem to it to be desirable to perfect its title to said real estate free from any defect, cloud or incumbrance, and effect or