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together with all and singular the right, members, easements, hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining;

To have and to hold all and singular the said premises unto the said Capital Trust Company, its Successors or assigns forever, and I, do hereby bind myself and my heirs, executors, administrators or assigns to warrant and forever defend all and singular the said premises unto the said Capital Trust Company, its successors or assigns, from the against me and my heirs, executors, administrators or assigns, and all other persons whomsoever lawfully claiming or to claim the same or any part thereof.

Provided always, Nevertheless, and it is the true intent and meaning of the parties to these presents, that if the said mortgagor H. Lane Merritt does and shall well and truly pay, or cause to be paid, unto the said Capital Trust Company, its successors or assigns, the said debt or sum of money aforesaid, with interest thereon as aforesaid, and shall perform the covenants herein contained according to the true intent and meaning of said Note and this mortgage, 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.

1. And it is hereby covenanted, by and between said parties, that the said mortgagor H. Lane Merritt, his heirs, executors, administrators or assigns, will pay said Note with interest thereon as the same become due and payable; and will pay all taxes, charges, and assessments on said lands, furnishing receipts therefor, and premiums of insurance against said premises when due and payable, according to law, and before the same become delinquent, and will keep all buildings and other improvements now on said premises, and hereafter put thereon, in good condition and repair and will do no act by which the value of said premises may be impaired.

2. And it is further covenanted, that the said mortgagor H. Lane Merritt, his heirs, executors, administrators, or assigns, will insure the buildings, now or hereafter erected on said premises, against loss by fire (and tornado, if desired) in the sum of Three thousand (\$3,000.00) Dollars, in some responsible insurance companies, approved by the said mortgagee, its successors or assigns, with loss, if any payable to the said mortgagee, its successors or assigns, as their interest may appear, and deliver the policies of insurance to said mortgagee, and if any more insurance is taken on the property that all policies for same shall be delivered to said mortgagee and loss made payable to said mortgagee, its successors or assigns, the same as in the required policy, and in case the insurable improvements on said real estate are destroyed or damaged by fire, the said mortgagee, its successors or assigns, shall have the right to apply the moneys collected from the insurance in payment of the debt secured hereby whether due or not.

3. It is Further covenanted, That if the said mortgagor H. Lane Merritt, his heirs, executors, administrators or assigns, shall fail to pay said taxes, charges and assessments, or shall fail to procure and keep up said insurance as herein agreed, then the said mortgagee, its successors or assigns, may, at its option, pay said taxes and assessments, and effect said insurance and charge the sum so paid against said mortgagor, H. Lane Merritt, his heirs, executors, administrators or assigns, and said premises, without waiver of any right arising from a breach of any of the covenants herein contained; and the money so advanced for the payment of such taxes, assessments, insurance or any charge of whatsoever nature on the property hereby conveyed shall be added to the mortgage debt, and the repayment thereof, with interest at the rate of eight per cent. per annum, shall be secured by this mortgage, and shall be forthwith due and payable; and the said mortgagee, its successors or assigns, shall be subrogated to all rights of the person to whom such payments have been made.

4. And it is Further Covenanted, That if the said mortgagor H. Lane Merritt, his heirs, executors, administrators, or assigns, shall make such payments as herein specified then this mortgage shall be void, but if the said mortgagor H. Lane Merritt, his heirs, executors, administrators, or assigns, shall fail to keep any of the covenants herein contained, or to pay any of said moneys as they become due and payable by the terms of the said Note, or any installment of the

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