

notice of any proposed changes shall be mailed to the party of the first part as his last known address so as to give such party of the first part opportunity to take out such insurance as he may desire to protect his equity in the mortgaged property.

In the event of failure or refusal of the party of the first part to agree with the insurance companies involved as to the amount and terms of any fire loss within sixty days of the happening of such loss, then the mortgagee may negotiate with and settle said loss with such fire companies and neither the mortgagee nor the insurance companies involved shall, upon such settlement being made, be liable in any manner to the party of the first part.

Any taxes, assessments, or premium of insurance, not paid when due by the party of the first part, may be paid by the mortgagee or assigns, and any sum so paid shall be added to the amount of said principal debt as part thereof, shall draw interest from the time of said payment at the rate of six per centum per annum, and shall, with interest, be covered by the security of this mortgage. For paragraph, see page 167 in this book.

3. AND IT IS FURTHER COVENANTED, That the said mortgagor shall pay, as the same may become due, all taxes by whatsoever authority legally imposed upon the property hereby mortgaged, and in case he shall at any time neglect or fail so to do, then the said The Life Insurance Company of Virginia or its Agent may pay such taxes and reimburse itself for the same, with interest thereon at the rate of six per centum per annum; and that the same shall stand secured by this mortgage.

4. AND IT IS FURTHER COVENANTED, That the said mortgagor, his agents, and tenants, shall keep the aforesaid premises in as good order and condition as they now are, and not commit waste, or any injury, to such in extent as to impair the value of the same as a security for the said loan.

5. AND IT IS FURTHER COVENANTED, That in the event the mortgagor, his heirs and assigns, do not keep said property and all equipment, appurtenances and accessories in proper repair and condition as hereinbefore specified then the mortgagee or its assigns, may have the necessary repairs made and the cost thereof added to the amount of said principal and made a part thereof, and the same shall draw interest from the time of said payment for said repairs at the rate of six per centum per annum, and shall, with interest, be covered by the security of this Mortgage.

6. AND IT IS FURTHER COVENANTED, That in case of any litigation between the parties to this Mortgage, the said mortgagor shall not deny the corporate character of the said Company nor require any proof of such corporate character of such agency.

7. AND IT IS FURTHER COVENANTED, That in case of default in payment under any of the condition of the said Note, or failure to pay any of the taxes hereinbefore specified, or to perform any of the other covenants of this Mortgage, for the space of thirty consecutive days, the said Company may at its option treat the whole principal as due with interest thereon up to said time, and thereafter at the rate above stipulated.

8. AND IT IS FURTHER COVENANTED, That in case the said debt, or any part thereof, is established by or under an action for foreclosure or of debt on the Note or in case of collections by an attorney that the said Company, in addition to the said debt, or so much thereof as is unpaid, shall also recover of the said mortgagor a reasonable fee to the Attorney of the said Company for his services in said action, not to exceed ten per cent of the amount unpaid and decreed to be payable—such fee to be incorporated in the judgment in said action and to be secured thereby.

9. AND IT IS FURTHER COVENANTED, That the said mortgagor will assign, and doth hereby assign, set over and transfer to the said Company, its successors and assigns, all of the rents, issues and profits of the said mortgaged premises, accruing and falling due from and after the service of a summons issued in action to foreclose this Mortgage after default in the conditions thereof, as further security for the debt then due and unpaid under this Mortgage, and the said mortgagor agrees that a receiver may be appointed to take charge thereof.

10. AND IT IS FURTHER COVENANTED, That the mortgagor, for himself and his heirs and assigns, does hereby assign and set over unto the mortgagee all rents from the above mortgaged <sup>property</sup> hereafter accruing as additional security for the indebtedness and other items herein secured and for the purpose of keeping said mortgaged property in proper repair and the mortgagee and assigns are given a prior and continuing lien thereon. The mortgagor does appoint the mortgagee his attorney to collect said rents with or without suit and apply the same, less expenses of collection, including agent's commission of 5 per cent on all rental collected, to the said indebtedness, other secured items and repairs, in such manner as the mortgagee may elect; provided, however, that until there be a default under the terms of this deed, the mortgagor may continue to collect and enjoy said rents without accountability to the mortgagee. The curing of any default, however, shall not entitle the mortgagor to again collect said rents unless consented to in writing by the mortgagee. This assignment of rents and power of attorney shall be <sup>irrevocable and shall be</sup> in addition to the other remedies herein provided for in event of default and may be put into effect independently of or concurrently with any of said remedies, but no liability shall attach to the mortgagee for failure or inability to collect any rents herein assigned.

This assignment, lien and power of attorney shall apply to all rents hereafter accruing from present leases and rentals of the mortgaged property and from all leases and rentals hereinafter made by the present or any future owners of the property, and any purchaser of the mortgaged property shall take subject to all the provisions and conditions thereof.