

~~of any~~ rights accruing to the Mortgagee because of the non-payment thereof by the Mortgagor.

And the Mortgagor further covenants and agrees that if the said Mortgagor does not hold said premises by title in fee simple, or has not good right and lawful authority to sell, convey or encumber the same, or if said premises are not free and clear of all liens and encumbrances whatsoever, or if any suits have been begun affecting the same, or if any taxes or assessment be made or levied upon the debt secured hereby or upon the Mortgagee or its successors or assigns for or on account of this debt, either by the state or county or for local purposes, the Mortgagee or its successors or assigns shall have the right to declare the entire indebtedness secured hereby at once due and payable, and the Mortgagor or the person or persons claiming or holding under the Mortgagor shall at once pay the entire indebtedness secured hereby.

And the Mortgagor further covenants and agrees, in case this mortgage, or the indebtedness secured hereby, is placed in the hands of an attorney for collection, by suit or otherwise, before or after maturity, to pay a reasonable attorney's fee, which shall be equal to not less than ten per centum of the amount so collected.

And the Mortgagor further covenants and agrees that no failure of the Mortgagee to exercise any option to declare the maturity of the debt hereby secured under the foregoing conditions shall be taken or deemed as a waiver of any right to exercise such option or declare such forfeiture, either as to any past, present or future default on the part of the Mortgagor, nor shall any default as to the procurement of the insurance or payment of the taxes by the Mortgagee, as hereinabove provided, be taken or deemed as a waiver of the right to declare the maturity of the indebtedness hereby secured, by reason of the failure of the Mortgagor to procure such insurance or pay such taxes.

And the Mortgagor further covenants and agrees that if any part of the aforesaid principal or interest shall not be paid when the same shall be due, or if any part of the security for the aforesaid debt shall be lost or destroyed or the value thereof impaired, weakened or diminished, or if he shall fail to pay all taxes and assessments on said premises or shall fail to insure the buildings thereon and to keep the same adequately insured and to pay the premiums therefor, as herein required, or if he shall fail to keep and perform any of the covenants of this mortgage and of the note hereby secured, then the entire amount of the indebtedness hereby secured, at that time unpaid, shall, at the option of the Mortgagee, immediately become and be due payable and collectible at once, anything hereinbefore or in said note contained to the contrary notwithstanding such option to be exercised without notice.

And, in order to further secure the payment of the said debt and the performance of all the terms, conditions and covenants of said note and of this mortgage, the Mortgagor does hereby assign, set over, transfer and pledge unto the Mortgagee and its successors and assigns, all the crops, incomes, rents, issues and profits on, of or from the premises hereinbefore described, at the time of any default hereunder and thereafter; and the Mortgagor hereby agrees that, upon or subsequent to the commencement of an action to foreclose this mortgage, the Mortgagee, its successors or assigns, shall have the right to procure the appointment of a receiver to take possession and control of said premises and receive and dispose of said crops, incomes, rents, issues and profits under the order and direction of the Court.

PROVIDED ALWAYS NEVERTHELESS, and it is the true intent and meaning of the parties to these presents that if the said Mortgagor does and shall well and truly pay or cause to be paid unto the said Mortgagee, its successors or assigns, the aforesaid debt with interest, costs, expenses, disbursements and attorney's fees, as aforesaid, and shall fully and faithfully keep and perform the covenants of this mortgage, and the note hereby secured, then this deed of bargain and sale shall