Together with all and singular the rights, members, hereditaments and appurtenances to the said premises belonging or in any wise incident or appertaining; also all electric wiring, heating, plumbing and heating fixtures and appliances for heating, lighting, and refrigeration, screens, awnings, shades, or other equipment now or hereafter installed in or on said premises by the mortgagor, or owner, and used or for use therein or thereon shall be held to be real fixtures and part of the mortgaged property hereby conveyed whether attached to the free-hold or not and subject to the lien of this instrument; provided, however, that trade fixtures and other personal fixtures of any tenant now or hereafter installed are not intended to be included in this provision and shall not be in any wise affected hereby or subject to the lien hereof.

TO HAVE AND TO HOLD all and singular the said premises unto the said The Life Insurance Company of Virginia, its successors and assigns forever. And the mortgagor hereby binds himself, his heirs, executors, administrators and assigns, to warrant and forever defend all and singular the said premises unto the said Company, its successors and assigns, from and against the mortgagor and all other persons lawfully claiming or to claim the same or any part thereof.

PROVIDED ALWAYS, NEVERTHELESS, and it the true intention and meaning of the parties to these Presents, that if the said mortgagor do, and shall, well and truly pay, or cause to be paid, unto the said Company, or its order or Agent, the said debt or sum of money aforesaid, with the interest thereon to time of payment, and shall perform the Covenants herein contained, according to the true intention 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 COVENANTED, By and between the said parties, that the said mortgagor shall and will insure the house and buildings on said land in such Insurance Company or Companies as may be approved by the said The Life Insurance Company of Virginia, or its Agent, in the sum of not less than Four Thousand and No/100 ---- dollars, and will keep the same insured from loss or damage by fire and tornado and will assign the Policy or Policies of Insurance to the said Company; and that in case the mortgagor shall at any time neglect or fail so to do, then the said Company or its Agent may cause the same to be insured in its name, and reimburse itself for the premium and expenses of such insurance, with interest thereon at the rate of six per centum per annum; and that the same shall stand secured by this Mortgage.

And extended coverage

2. AND IT IS FURTHER COVENANTED, That any and all fire and tornado insurance in the possession of the mortgagee may be changed to other companies, rearranged as to coverage, terms or amount and within the limits prescribed by the mortgage be increased or decreased by the mortgagee at any time. For that purpose the mortgagee is authorized to surrender existing policies for cancellation and take out any insurance at any time desired, provided that the necessary premium adjustments in all cases shall be charged against or credited to the mortgage as the case may be. Ten days' prior notice of any proposed changes shall be mailed to the party of the first part at 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 tax, 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.

The mortgagee shall have the right to apply any funds received from fire losses on account of the indebtedness or other items herein secured, or at its option may allow the same to be used in restoring the mortgaged premises provided the mortgagee, if restoration of the premises is agreed to, may retain said funds without interest until said premises be so restored in a satisfactory manner.

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 an 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 or such agency.

7. AND IT IS FURTHER COVENANTED, That in case of default in payment under any of the conditions 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