

BOOK

719

TOGETHER with all and singular the Rights, Members, 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 mortgagee, its successors and assigns forever.

The mortgagor covenants that he is lawfully seized of the premises hereinabove described in fee simple absolute, that he has good right and lawful authority to sell, convey, or encumber the same, and that the premises are free and clear of all liens and encumbrances whatsoever. The mortgagor further covenants to warrant and forever defend all and singular the premises unto the mortgagee forever, from and against the mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

The mortgagor covenants and agrees as follows:

1. To pay the said principal debt and any additional loans, if any, and the interest thereon when due.
2. To pay all taxes, levies and assessments which are or become liens upon the said real estate when due, and to promptly exhibit to the mortgagee the official receipts therefor.
3. To provide and maintain fire insurance with extended coverage endorsement, and other insurance as mortgagee may require, upon the buildings and improvements now situate or hereafter constructed in and upon said real property, in companies and amounts satisfactory to and with loss payable to the mortgagee; and to deliver the policies for such required insurance to the mortgagee.
4. In case of breach of covenants numbered 2 or 3 above, the mortgagee may pay taxes, levies or assessments, contract for insurance and pay the premiums, and cause to be made all necessary repairs to the buildings and other improvements, and pay for the same. Any amount or amounts so paid out shall become a part of the debt secured hereby, shall become immediately due and payable and shall bear interest at the highest legal rate from the date paid.
5. In case of a breach of any of the covenants numbered, 1, 2 or 3 above, then, at the election of the mortgagee, the principal debt and all interests thereon, hereby secured, shall immediately become due and payable for all purposes whatsoever.
6. If at any time any part of said debt, or interest thereon, be past due and unpaid the mortgagor hereby assigns the rents and profits of the above described premises to said mortgagee, or its successors or assigns, and agrees that any Judge of the Circuit Court of said State may, at chambers or otherwise, appoint a receiver, with authority to take possession of said premises and collect said rents and profits, applying the net proceeds thereof (after paying costs of collection) upon said debt, interests, costs and expenses without liability to account for anything more than the rents and the profits actually collected.