

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.

And the Mortgagors do hereby bind themselves, their heirs, executors and administrators, to warrant and forever defend all and singular the said premises unto the Mortgagee, its successors and assigns, from and against themselves, their heirs and all other persons lawfully claiming or to claim the same or any part thereof.

PROVIDED, ALWAYS, That if the Mortgagors, their heirs, executors, or administrators, shall pay unto the Mortgagee, its successors or assigns, the sum of money evidenced by the note herein mentioned, and the interest thereon, and the taxes, insurance premiums and other amounts herein mentioned, at the time and in the manner specified in the note and herein, then these presents and the estate hereby granted shall cease, determine and be void.

And the Mortgagors, for themselves, their heirs, executors and administrators, hereby covenant with the Mortgagee, its successors and assigns, as follows:

First: That the Mortgagors, their heirs, executors or administrators, shall insure the mortgaged buildings, in such insurance company or companies as may be approved by the Mortgagee, its successors or assigns, in the sum of not less than Fourteen Thousand and No/100 ----- Dollars, and shall keep the same insured from loss or damage by fire or other hazards, and shall assign the policy or policies of insurance to the Mortgagee, its successors or assigns, and that in case they shall at any time fail or neglect to do so, then the Mortgagee, its successors or assigns, may cause the same to be insured in its or their name and reimburse itself or themselves for the premiums and expenses of such insurance, with interest thereon at the rate of six (6%) per cent per annum, payable on the date herein fixed for payment of interest on said debt, and the same shall stand secured by this mortgage.

Second: That the Mortgagors, their heirs or assigns, shall pay, as the same may become due, all taxes and assessments by whatsoever authority legally imposed upon the property herein mortgaged, and will, before the first day of December in each and every year, deliver to the Mortgagee, its successors or assigns, the receipt of the proper officer showing payment of same, and in case they shall at any time fail or neglect to do so, then the Mortgagee, or its successors or assigns, may pay such taxes and reimburse itself or themselves for the same with interest thereon at the rate of six (6%) per cent per annum, payable on the same date as the interest on the principal debt secured hereby, and the same shall stand secured by this mortgage.

Third: That upon default in the payment of any installment of principal or interest, or of any insurance premium, taxes or assessments, or in the performance of any of the requirements contained herein, or of any of the conditions of this mortgage, the Mortgagee shall have the right to declare the entire amount of the principal of the debt to be immediately due, and to proceed, without notice to enforce the collection of same, together with interest and all other amounts secured hereby, and it is agreed by and between the parties, that in the case of foreclosure of this mortgage, by suit or otherwise, the Mortgagee shall recover of the Mortgagors a reasonable sum as attorney's fee, which shall be secured by this mortgage, and shall be included in judgment of foreclosure.

Fourth: That the holder of this mortgage, in any action to foreclose it, shall be entitled, without regard to the value of the mortgaged premises, or the adequacy of any security for the mortgage debt, to the appointment of a Receiver of the rents and profits of the mortgaged premises, and such rents and profits are hereby in the event of any default in the payment of the principal or interest, assigned to the holder of this mortgage.

IN WITNESS WHEREOF, Chester W. Johnston and wife, Ardyth A. Johnston,

hereunto set their hands and seals, this 17th day of September, in the year of our Lord One Thousand, Nine Hundred and Fifty-Nine, and in the one hundred and eighty-fourth year of the Sovereignty and Independence of the United States of America.

803 438