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The within mortgage is given by the mortgagors for the purpose of better securing the indebtedness and obligations set forth in a conditional sale contract entered into by and between the mortgagors and the mortgagee herein, to be recorded herewith.

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 said Roebuck Buildings Company its successors and assigns forever. And we do hereby bind ourselves and our heirs, executors, administrators and assigns, to warrant and forever defend all and singular the said premises unto the said Roebuck Buildings Company its successors and assigns from and against us andour heirs, executors, administrators and assigns and all others whomsoever lawfully claiming or to claim the same or any part thereof and we and our heirs, executors, administrators and assigns covenant with the mortgagee, its successors and assigns that at and until the ensealing of these presents I was well seized of the above described premises as a good and indefeasible estate in fee simple and have good right to sell and incumber and convey the same, and that the same are free from all encumbrances and liens whatsoever.

AND IT IS AGREED BY AND BETWEEN THE SAID PARTIES:

1. The mortgagor will pay said Note or obligation as herein and in said Note or obligation provided and agrees that all [illegible] past due principal shall draw interest at the rate of seven (7%) per cent per annum.

2. Before they become delinquent, the mortgagor will pay all taxes, assessments and charges of every character which are now due or which may hereafter become liens on said premises, including all taxes assessed in the State in which the mortgaged premises are situated against the mortgagee or its assigns on this instrument or the sum hereby secured or evidenced by said Note, provided the amount of such latter taxes with the interest in the sum hereby secured does not exceed the maximum permitted by law, but if it does, the excess is to be paid by the mortgagee, and will immediately deliver to the mortgagee, its successors or assigns, at its office, receipts of the proper officers therefor, and if not paid the mortgagee may pay such taxes, assessments and charges (of which payment, amount and validity thereof the receipt of the proper officer shall be conclusive evidence) and any amount so paid shall be due and payable immediately or on demand at the option of the mortgagee with interest at six (6%) per cent per annum and shall be secured by this instrument.

3. The mortgagor will keep the buildings on said premises insured against loss by fire with the policy or policies of insurance to provide for extended coverage in companies and amounts satisfactory to and with a mortgagee clause making payments for loss under all policies of insurance covering the premises payable to the mortgagee and deliver the policies marked "Paid" to the mortgagee and renewals thereof at least seven days before the expiration of the old policies. In default thereof, the mortgagee may effect such insurance and the amount so paid shall be due and payable immediately or on demand at the option of the mortgagee, with interest at six (6%) per cent per annum and shall be secured by this instrument. At the option of the mortgagee, the proceeds of loss under any policy whether endorsed payable to the mortgagee or not, may be applied in payment of the principal, interest or any other sum secured by this instrument whether due or not; or to the restoration or replacement of any building on said premises without in any way affecting the lien of this instrument or the obligation of the mortgagor or any other person for payment or the indebtedness hereby secured, whether such mortgagor be the then owner of said premises or not.

4. Such expenses and fees as may be incurred in the protection of said premises and the maintenance of the lien of this instrument, including the fees of any attorney employed by the mortgagee in any litigation or proceeding affecting said premises, shall be paid by the mortgagor and secured by this instrument. And it is further agreed that in case the debt secured by this mortgage or any part thereof is collected by suit or action, or this mortgage be foreclosed, or put into the hands of an attorney for collection, suit, action or foreclosure the said mortgagor shall be chargeable with all costs of collection including a reasonable attorney's fee of not less than ten (10%) per cent of the principal and interest on the amount involved which shall be due and payable at once, which charges and fees together with all costs and expenses, are hereby secured and may be recovered in any suit or action hereupon or hereunder.

5. The mortgagor will not assign the rent or any part of the rent of said premises nor demolish or remove any building without the written consent of the mortgagee.

6. In the event of the passage after the date of this instrument of any law of the State in which the mortgaged premises are situated deducting from the value of the land for the purposes of taxation any lien thereon, or providing or changing in any way the laws now in force for the taxation of mortgages or debts secured thereby, for state or local purposes or the manner of the collection of any such taxes so as to affect the interest of the mortgagee, the whole sum secured by this instrument with interest thereon, at the option of the mortgagee shall immediately become due, payable and collectible without notice.

7. In the event of default in the payment of the indebtedness hereby secured or any part thereof or in any of the covenants or conditions of this mortgage at the option of the mortgagee without notice, notice of the exercise of such option hereby expressly waived, the entire indebtedness secured by this instrument shall immediately become due, payable and collectible and the mortgagee shall have power to sell said premises according to law and this mortgage may be foreclosed and the mortgagee shall be entitled to the immediate appointment of a receiver without notice for the collection of the rents of said premises during the pendency of such foreclosure and the rents and profits of the premises falling due after default are hereby assigned to the mortgagee as security for the payment of such indebtedness.

8. That no portion of the said premises shall be used for any unlawful purpose.

9. The mortgagor will keep and maintain said premises and every part thereof with buildings, fixtures and machinery and appurtenances in thorough repair and condition and from time to time make all needful and proper replacements so that said buildings, fixtures, machinery and appurtenances will at all times be in good condition, fit and proper for the respective purposes for which they were originally erected or installed.

10. In the event of default in the payment of the indebtedness hereby secured, or any part thereof, or in the performance of any of the covenants or conditions of this mortgage, in addition to any other rights or remedies which the mortgagee may have by virtue of the provisions hereof or by law, the mortgagee shall have the right at any time after any such default to enter upon and take possession of said premises, and as a mortgagee-in-