

4. With respect to the within described premises, Mortgagors will
- a. insure and keep insured the same and all improvements thereon and fixtures therein with fire and extended coverage insurance written by a casualty company acceptable to Mortgagee, for not less than the amount due hereunder, said insurance to be payable to and to protect Mortgagee and/or Mortgagee's assigns; and
  - b. assign such policy of fire and extended coverage insurance to Mortgagee; and
  - c. pay all taxes, levies, and assessments upon said premises, and
  - d. will, at Mortgagee's option, exhibit to Mortgagee receipts evidencing payment of said fire and extended coverage insurance premiums and said taxes.

Should Mortgagors fail to perform Mortgagors' covenants hereinabove provided, Mortgagee may place insurance in its own name and pay the premiums therefor and may pay said taxes, levies and/or assessments. Amounts so expended, if not reimbursed promptly by Mortgagors after demand by Mortgagee, shall be secured by this Mortgage and shall bear interest at the highest legal contract rate of interest until fully paid.

5. PROVIDED ALWAYS, NEVERTHELESS, that if Mortgagors shall pay, or cause to be paid, unto Mortgagee the said debt or sum of money aforesaid, and all sums disbursed by Mortgagee pursuant to this Mortgage, with all interest accrued thereon, if any, and shall otherwise fully perform all covenants of this Mortgage, then this Mortgage shall cease, determine, and be utterly null and void; otherwise it shall remain in full force and virtue.

6. Until default hereunder, Mortgagors may possess, hold and enjoy the said Premises.

7. Should default be made in payment of any of the installments herein or in Mortgagors' Promissory Note provided, or in the reimbursement of any moneys advanced or paid by Mortgagee for taxes or insurance, as hereinafter provided, Mortgagee, at Mortgagee's option may declare the whole amount secured by this Mortgage immediately due and payable.

8. Should the debt secured by this Mortgage, or any part thereof, be collected by suit or action, or should this Mortgage be foreclosed, or put into the hands of an attorney for collection, suit action, or foreclosure, or in the event of the foreclosure of any mortgage, prior or subsequent to this mortgage, in which proceeding this Mortgagee is made a party, or in the event of the bankruptcy of the Mortgagors (or either of them) or in the event of any assignment by Mortgagors (or either of them) for the benefit of creditors, all costs of collection, including Ten (10%) per cent of the amount due as Attorney's fee, shall immediately be due and payable by Mortgagors, and the same are secured hereby and may be recovered in any suit or action hereunder.

Should proceedings for foreclosure be instituted, Mortgagor does hereby assign, as additional security for this loan, the rents and profits arising or to arise from the mortgaged premises whether occupied by the owner or any person, firm or corporation holding under or through the owner, and agrees that any Judge of jurisdiction may, at Chambers, or otherwise, appoint a receiver of the mortgaged premises, with full authority to take possession of the premises, and collect the rents and profits and apply the net proceeds (after paying costs of receivership) upon the amount due hereunder, interests, costs and expenses, without liability to account for anything more than the rents and profits actually received.

9. This Mortgage shall be binding upon and inure to the benefit of the heirs, personal representatives, successors and assigns of the respective parties hereto.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF

*Harvey J. Smith* )  
*Albert M. Finley* )

*Frank R. Smith* (L.S.)  
*Ezzie M. Smith* (S.)