

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 FCX, Inc., its successors and assigns forever. And I do hereby bind myself and my heirs, executors and administrators, to warrant and forever defend all and singular the said premises unto the said, FCX, Inc., its successors and assigns, from and against me and my heirs, executors, administrators and assigns, and all other persons whom-ever lawfully claiming or to claim the same or any part thereof.

AND IT IS AGREED, by and between the said parties, that the said mortgagor, his heirs, executors or administrators, shall and will forthwith insure the buildings on said real estate, and keep the same insured from loss or damage by fire and other casualties and contingencies in at least the principal sum of the indebtedness secured hereby, in an insurance company or companies satisfactory to the mortgagee, and assign the policy or policies of insurance to the said mortgagee, its successors and assigns. And in case the mortgagor shall at any time fail to do so, then the said FCX, Inc., (mortgagee), its successors or assigns, may cause the same to be insured in its own name, and reimburse itself for the premium and expenses of such insurance under this mortgage.

AND IT IS AGREED, by and between the said parties in case of default in any of the payments of interest or principal as herein provided for, the whole amount of the debt secured by this mortgage shall become due and payable at once.

AND IT IS FURTHER AGREED, that said Mortgagor, his heirs and assigns, shall pay promptly all taxes assessed and chargeable against said property, and in default thereof, that the holder of this mortgage may pay the same, whereupon the entire debt secured by this mortgage shall immediately become due and payable, if the mortgagee shall so elect.

AND, the said mortgagor does hereby assign, set over, and transfer to the said mortgagee, its successors and assigns, all of the rents, issues and profits of the said mortgaged premises, 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, issues and profits applying the net proceeds thereafter (after paying costs of collection) upon said debt, interest, costs or expenses; without liability to account for anything more than the rents, issues, and profits actually collected. Said assignment and transfer of said rents, issues, and profits shall become operative if at any time any part of said debt or interest thereon be past due and unpaid.

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 mortgagor all costs and expenses including 10% of the indebtedness as attorney's fees, this to be added to the mortgage indebtedness and to be secured under this mortgage as a part of said debt, and to be included in judgment of foreclosure.

PROVIDED ALWAYS, NEVERTHELESS, and it is the true intent and meaning of the parties to these presents, that if I the said Lamar Kennedy, mortgagor, do and shall well and truly pay, or cause to be paid unto the said FCX, Inc., the said debt or sum of money aforesaid, with interest thereon, if any shall be due, according to the true intent and meaning of the said note and condition thereunder written, then this deed of bargain and sale shall cease, determine and be utterly null and void; otherwise to remain in full force and effect.

WITNESS my Hand and Seal this day of 1966.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

B. L. Hubback

Arthur W. Lewis

Lamar Kennedy (L.S.)