

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 Home Building and Loan Association, its successors and assigns forever. And the said mortgagor does hereby bind himself, his heirs, executors and administrators to warrant and forever defend all and singular the said premises unto the said Association, its successors and assigns, from and against himself, his heirs, executors, administrators, and assigns, and all other persons whomsoever lawfully claiming or to claim the same or any part thereof.

IT IS HEREBY AGREED:

That all lighting fixtures, wiring and accessories thereto, all heating apparatus, including gas heaters, hot water tanks, furnaces, circulating heaters, and all equipment in connection therewith of every nature or kind, and all fences, including gates and all plumbing fixtures and connections thereto, shall be deemed fixtures and a part of the real estate herein described, and shall be secured by this mortgage, whether such fixtures were attached prior to or after the execution of this mortgage.

That the mortgagor shall pay when due all taxes assessed against said mortgaged premises, and shall forthwith insure the buildings located thereon, and keep the same insured, against loss by fire or other hazard in a sum satisfactory to the Association, and shall assign such insurance policy to the association. Should the mortgagor fail to do so, the Association may cause said buildings to be insured for its benefit. And, should the mortgagor assign to the Association any life insurance policy as additional security for the payment of said debt, and fail to pay the premiums accruing thereon when due, the Association shall have the right to pay said premiums, the cost incurred therefor to be added to the principal debt and secured hereby.

That, should the mortgagor fail to pay when due all taxes assessed against said property or the premiums accruing on said insurance policies, then and in either event the Association may pay and charge the same to the mortgagor's account on the books of the Association, such disbursements to be added to the principal debt, bear interest at the same rate and payment thereof is hereby secured by this mortgage.

That the mortgagor shall have the right to prepay the principal indebtedness hereby secured at any time, provided, however, that when the amount so prepaid exceeds ten (10%) per centum of the original principal indebtedness six (6) months interest shall be charged, at the option of the mortgagee herein, at the same rate as herein provided for the privilege of anticipating the principal indebtedness.

And, as additional security for the payment of said indebtedness, the mortgagor hereby assigns and transfers to the Association all the rents, issues and profits of the mortgaged premises accruing from and after any default hereunder. And, should foreclosure proceedings be instituted pursuant to such default, the Association shall be entitled to the appointment of a receiver in the cause, who shall be directed and authorized to take charge of the mortgaged premises, designate a reasonable rental and collect same and apply the net proceeds thereof (after paying costs of collection) upon said debt, interest, taxes and insurance, without liability to account for anything more than the rents and profits actually collected.

That all the covenants herein shall bind, and the benefits and advantages shall inure to the respective heirs, executors, and administrators, successors and assigns of the parties hereto. The mortgagor is to hold and enjoy said premises until default under the terms hereof shall be made. If the mortgagor shall default in the payment of said monthly installments, or default in any of the covenants and provisions herein set forth, or in the event of foreclosure of a subordinate mortgage, then in such event the Association may, at its option, declare the whole amount hereunder due and payable at once, and shall have the right to foreclose this mortgage. In the event of the foreclosure of this mortgage, or should the Association become a party to any legal proceedings, the mortga-