

Mortgagee together with the right, but not the obligation, to collect receive and receipt for all avails thereof, to apply them to said indebtedness and to demand, sue for and recover the same when due or payable. Mortgagee by acceptance of this Mortgage agrees, as a personal covenant applicable to Mortgagor only, and not as a limitation or condition hereof and not available to any lessee or tenant, that until a default shall be made or an event shall occur, which under the terms hereof shall give to Mortgagee the right to elect to foreclose this Mortgage, Mortgagor may collect, receive and enjoy such avails within the limitations provided for in covenant No. 9 below.

b. All judgments, awards of damages and settlements hereafter made as a result or in lieu of any taking of the premises or any part thereof under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the premises or the improvements thereon or any part thereof.

TO HAVE AND TO HOLD all and singular the premises unto the Mortgagee, its successors and assigns. And the Mortgagor does hereby covenant to warrant and forever defend, all and singular, the said premises unto the Mortgagee, its successors and assigns, from and against the said Mortgagor and every person whomsoever lawfully claiming or to claim the same or any part thereof.

MORTGAGOR COVENANTS AND AGREES:

1. That Mortgagor is lawfully seized and possessed of said premises; has good right to sell and convey the same; that the premises are free of all encumbrances; that the Mortgagor warrants and will defend the title thereto against the lawful claims of all persons whomsoever.
2. To pay, when due, all sums secured hereby.
3. Not to abandon the premises; to keep the premises in good condition and repair and not to commit or suffer waste; to pay for and complete within a reasonable time any building at any time in the process of erection upon the premises; to promptly repair, restore or rebuild any building or improvement now or hereafter on the premises which may become damaged or destroyed; to refrain from impairing or diminishing the value of the security; to make no material alterations of the premises; and, if the premises are used or usable for agricultural purposes, to cut no trees on the premises, except for domestic purposes.
4. To comply with all requirements of law or municipal ordinances governing the premises and the use thereof; and to permit Mortgagee to inspect the premises at all reasonable times.
5. To keep the premises free from mechanics' or other liens or claims for liens of any kind; to pay when due any indebtedness which may be secured by a lien or charge on the premises; and, upon request, to exhibit to Mortgagee satisfactory evidence of the payment and discharge of such liens or claims. Provided, however, that in lieu of the payment and discharge of such liens or claims, other than any lien or claim which has or might attain priority over this Mortgage, Mortgagor shall have the right to furnish bond or other security, in form acceptable to the Mortgagee, indemnifying Mortgagee against loss by reason of such liens or claims.
6. To pay, ten days before any penalty attaches, all general taxes and to pay, when due, all special taxes, special assessments, water charges, drainage charges, sewer service charges and other charges against the premises, of any kind whatsoever, which may be levied, assessed, charged, or imposed upon the premises, or any part thereof.