

Together with all and singular the tenements, hereditaments and appurtenances thereof, including all fixtures and articles of personal property now, or at any time hereafter, attached to or used in any way in connection with the use, operation and occupation of the land, and any and all buildings and improvements, now or hereafter erected thereon, all of which collectively shall hereinafter be referred to as, the premises. The fixtures and articles of personal property shall include, but without being limited to, all screens, awnings, storm windows and doors, window shades, inlaid floor coverings, shrubbery, trees, stoves, ranges, refrigerators, boilers, tanks, furnaces, radiators, and all heating, lighting, plumbing, gas, electric, ventilating, refrigerating, air-conditioning and incinerating equipment of whatsoever kind and nature, except household furniture not specifically enumerated herein, all of which fixtures and articles of personal property are hereby declared and shall be deemed to be fixtures and accessory to the freehold and a part of the realty as between the parties hereto, their heirs, executors, administrators, successors and assigns, and all persons claiming by, through or under them and shall be deemed to be a portion of the security for the indebtedness herein mentioned and to be subject to the lien of this Mortgage.

TO HAVE AND TO HOLD all and singular the premises unto the Mortgagee, its successors and assigns, forever.

AND the Mortgagor does hereby bind himself, his heirs, executors, administrators, successors and assigns to procure or execute any further necessary assurances of title to the premises, and also to warrant and forever defend all and singular the premises unto the Mortgagee, its successors and assigns, from and against his heirs, executors, administrators, successors and assigns, and against every person whomsoever lawfully claiming or to claim the same or any part thereof.

PROVIDED ALWAYS, that if the Mortgagor, his heirs, executors, administrators, successors or assigns, shall pay unto the Mortgagee, its successors or assigns, the sum of money mentioned in the Note, and the interest thereon, at the time and in the manner specified therein, and any and all other sums which may become due and payable hereunder, then these presents and the estate hereby granted shall cease, determine and be void, otherwise it shall remain in full force and effect.

AND the Mortgagor, his heirs, executors, administrators, successors and assigns, covenants with the Mortgagee, its successors and assigns as follows, to wit:

FIRST: That the Mortgagor will pay the indebtedness as hereinbefore provided, and, if default be made in the payment of any part thereof, or in the performance of any of the covenants and conditions herein contained, the Mortgagee shall have the power to sell the premises according to law.

~~SECOND: That the Mortgagor shall pay to the Mortgagee, its successors or assigns, the sum of money mentioned in the Note, and the interest thereon, at the time and in the manner specified therein, and any and all other sums which may become due and payable hereunder, then these presents and the estate hereby granted shall cease, determine and be void, otherwise it shall remain in full force and effect.~~

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THIRD: That the Mortgagor agrees to insure for the benefit of the Mortgagee the buildings and improvements now or hereafter erected on the premises and to keep the same insured against loss or damage by fire with extended coverage, and if required, war damage to the extent available, for their full insurable value in a company or companies satisfactory to the Mortgagee. The Mortgagor agrees to deliver and assign to the Mortgagee all policies of insurance with evidence of premiums prepaid (renewal policies to be delivered not less than 10 days prior to the respective dates of expiration), and all abstracts of title and title guarantee policies, all of which shall be held by the Mortgagee without liability, and which, in the event of foreclosure of this Mortgage or transfer of title to the premises in extinguishment of the indebtedness, shall become the absolute property of the Mortgagee. In case of loss and payment by any insurance company, the amount of the insurance money paid shall be applied either on the indebtedness secured hereby or in rebuilding or restoring the damaged property as the Mortgagee may elect. In the event the Mortgagor shall at any time fail to effect such insurance or to deliver such policies, as aforesaid, then the Mortgagee may cause the buildings and improvements to be insured and reimburse itself for the premiums and expenses under this Mortgage, with interest; and may proceed, at its option, to foreclose the same as though default in the payment had been made.

FOURTH: That the whole principal sum, or so much thereof as may remain unpaid, shall become due and payable at the option of the Mortgagee, after default in the payment of any installment of principal or interest for 30 days, or after default in the payment of any tax or assessment, or water rate as the same become due and payable, ~~or in case of the actual or threatened demolition or removal of any building or improvement erected upon the premises, anything herein contained to the contrary notwithstanding.~~

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FIFTH: That the Mortgagor, his agents and tenants shall keep the premises in as good order and condition as they now are, and free of all liens and encumbrances for repairs or improvements, or otherwise, that might take precedence over this Mortgage, and not commit any waste or injury to such an extent as to impair the value of the premises as a security for this loan, and upon failure to do so, this Mortgage shall become foreclosable at the option of the Mortgagee.

SIXTH: That the Mortgagees shall also be at liberty, immediately after default herein, upon proceedings being commenced for the foreclosure of this Mortgage, to apply for the appointment of a receiver of the rents and profits of the premises without notice, and the Mortgagee shall be entitled to the appointment of such a receiver as a matter of right, without consideration of the value of the premises as security for the amounts due the Mortgagee, or the solvency of any person or persons liable for the payments of such amounts.

SEVENTH: That the Mortgagor does further covenant and agree, that in default of the payment of any taxes, charges or assessments which may be imposed by law upon the premises, or any part thereof, as the same become due and payable, or default in the payment of any other prior liens or encumbrances, and delivery to the Mortgagee on demand for receipts showing such payments, it shall and may be lawful for the Mortgagee, without notice to or demand from the Mortgagor, to pay the amount of any such tax, charge, assessment or lien, or encumbrance with any expense attending the same, and any amount so paid, the Mortgagor will repay to the Mortgagee, with interest thereon, without notice or demand, and the same shall be a lien on the premises, secured by the Note and by these presents; and the whole amount hereby secured, if not then due, shall thereupon, if the Mortgagee shall so elect, become due and payable forthwith, anything herein contained to the contrary notwithstanding.