

BEGINNING at iron pin at Intersection of Butler Springs Road and Pelham Road and running thence S. 14-22 W. 752.2 feet to ISP in ditch; thence N. 80-00 W. 724.7 feet to iron pin; thence N. 35-49 E. 983.9 feet to Iron pin; thence S. 59-00 E. 378.8 feet to the point of beginning.

Also all fixtures, equipment and inventory and all additions, accessions, and substitutions thereto or therefor now or hereafter to be located on the property hereinabove described upon which is to be located an apartment project known as Foxcroft Apartments. The security also includes an assignment of rents, issued and profits in the income of the property to the Mortgagee and the claiming of proceeds shall not be construed as consent to the sale or exchange of collateral by Mortgageor.

This Mortgage is subject to the terms and provisions of that certain Loan Agreement of even date herewith made between Mortgageor and Mortgagee, which Loan Agreement is by reference incorporated herein to the same extent as if it were fully set out.

TOGETHER with all and singular the Rights, Members, Hereditaments, and Appurtenances to the said Premises belong, or in anyway incident or appertaining.

AND IT IS COVENANTED AND AGREED by and between the parties hereto that all gas and electric fixtures, radiators, heaters, engines and machinery, boilers, ranges, elevators, and motors, bath-tubs, sinks, water-closets, basins, pipes, faucets and other plumbing and heating fixtures, mirrors, mantels, refrigerating plant and ice-boxes, cooking apparatus and appurtenances, and such other goods and chattels and personal property as are furnished by a landlord in letting or operating an unfurnished building, similar to the one herein described and referred to, which are or shall be attached to said building by nails, screws, bolts, pipe connections, masonry, or in any other manner, are and shall be deemed to be fixtures and an accession 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 covered by this mortgage.

TO HAVE AND TO HOLD all and singular the said Premises unto the said CAMERON-BROWN & COMPANY, its successors and Assigns. And Mortgageor do hereby bind its successors and assigns to warrant and forever defend all and singular the said Premises unto the said CAMERON-BROWN & COMPANY its successors and Assigns, from and against Mortgageors successors heirs, executors, administrators and Assigns, and every person whomsoever lawfully claiming or to claim the same or any part thereof.

The mortgageor agrees to pay all taxes, assessments, water rates and other governmental or municipal charges which may constitute a charge upon the above described premises and, at the option of the mortgagee, to deliver the official receipts therefor to the mortgagee, and in default of said payments, the mortgagee may pay the same and add the amount thereof to the debt secured by this mortgage.

After default As required by the mortgagee, the mortgageor agrees that there shall be added to each monthly payment required hereunder or under the evidence of debt secured hereby, an amount estimated by the Mortgagee to be sufficient to enable the Mortgagee to pay as they become due, all taxes, assessments, hazard insurance premiums, and similar charges upon the premises subject thereto; any deficiency because of the insufficiency of such additional payments shall be forthwith deposited by the Mortgageor with the Mortgagee upon demand by the Mortgagee. Any default under this paragraph shall be deemed a default in payment of taxes, assessments, hazard insurance premiums or similar charges hereunder.

The mortgageor agrees that he will keep the premises in as good order and condition as they are now and will not commit or permit any waste thereof, reasonable wear and tear excepted.

And the said mortgageor agree to insure and keep insured the houses and buildings on said lot in a sum not less than Dollars in a company or companies satisfactory to the mortgagee from loss or damage by fire, and the sum of Dollars from loss or damage by tornado, or such other casualties or contingencies (including war damage), as may be required by the mortgagee and assign and deliver the policies of insurance to the said mortgagee, and that in the event the mortgageor shall at any time fail to do so, then the mortgagee may cause the same to be insured and reimburse itself for the premium, with interest, under this mortgage; or the mortgagee at its election may on such failure declare the debt due and institute foreclosure proceedings.

AND should the mortgagee, by reason of any such insurance against loss or damage by fire or tornado, or by other casualties or contingencies, as aforesaid, receive any sum or sums of money for any damage by fire or tornado, or by other casualties or contingencies, to the said building or buildings, such amount may be retained and applied by it toward payment of the amount hereby secured; or the same may be paid over, either wholly or in part, to the said mortgageor successors, heirs or assigns, to enable such parties to repair said buildings or to erect new buildings in their place, or for any other purpose or object satisfactory to the mortgagee, without affecting the lien of this mortgage for the full amount secured thereby before such damage by fire or tornado, or by other casualties or contingencies, or such payment over, took place.

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