

(591.1') feet along Tract 2 to an iron pin; thence turning and running South 64 degrees, 23 minutes West for a distance of Two Hundred (200') feet along Power Drive (formerly Deerdale Court) to the point of beginning.

TOGETHER with the appurtenances and all the estate and rights of the said Mortgagor in and to said premises.

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 the said premises and every part thereof with the appurtenances unto the said Mortgagee, its successors, legal representatives and assigns forever.

PROVIDED, ALWAYS, that if the said Mortgagor, his heirs, executors, administrators or assigns, shall pay unto the said Mortgagee, its successors or assigns, the said sum of money mentioned in the condition of the said note or obligation at the times and in the manner therein specified, and shall comply with all other conditions of this instrument then these presents and the estate hereby granted shall cease, determine and be void.

AND the said Mortgagee, its successors, legal representatives or assigns, shall be at liberty upon a complaint filed or any other proper legal proceeding being commenced for the foreclosure of this mortgage, to apply for, and the said Mortgagee shall be entitled as a matter of right, without consideration of the value of the mortgaged premises as security for the amounts due the Mortgagee, or of the solvency of any person or persons responsible for the payment of such amounts, to the appointment by any competent Court or Tribunal, without notice to any party, of a Receiver of the rents, issues and profits of the said premises with power to lease the said premises, or such part thereof, as may not then be under lease, and with such other powers as may be deemed necessary, who after deducting all proper charges and expenses attending the execution of the said trust as receiver, shall apply the residue of the said rents and profits to the payment and satisfaction of the amount remaining secured hereby, or to any deficiency which may exist after applying the proceeds of the sale of the said premises to the payment of the amount due, including interest and the costs and a reasonable attorney's fee for the foreclosure and sale; and said rents and profits are hereby, in the event of any default or defaults in the payment of said principal and interest, or any tax, assessment, water rate, or insurance, pledged and assigned to the said Mortgagee, its successors or assigns, who shall have the right forthwith after any such default to enter upon and take possession of the said mortgaged premises and to let the said premises and receive the rents, issues and profits thereof, and apply the same, after payment of all necessary charges and expenses, on account of the amount hereby secured.

AND it is covenanted and agreed by and between the parties to these presents that the whole of said principal sum shall become due at the option of the said Mortgagee, its successors, legal representatives or assigns, after default in the payment of interest for thirty days or after default in the payment of any tax, assessment or water rate for sixty days after same shall have become due and payable, or after default in the payment of any installment hereinbefore mentioned or immediately upon the actual or threatened demolition or removal of any building erected on said premises.

It is agreed that the Mortgagor will keep the buildings now on said land, and any buildings which may hereafter be erected on same, insured against such hazards and in such amounts and in such insurance company or companies as the Mortgagee may authorize and approve, until all sums herein secured are fully paid; and said policy or policies shall have attached thereto a standard Mortgage Clause, making any loss payable to the Mortgagee, and shall be delivered with receipt for payment of the premium on same to said Mortgagee at the time the loan secured herein is made. It is also agreed that ten days prior to the expiration of any policy a renewal thereof shall be effected in such company or companies as shall be approved by the Mortgagee and shall be delivered to said Mortgagee before the time of such expiration.

Any tax, assessments, or premium of insurance, not paid when due by the owner, may be paid by the Mortgagee or assigns, and any sum so paid shall be added to the amount of said principal debt as part thereof, shall draw interest from the time of said payment at the rate of six per centum per annum, and shall, with interest, be covered by the security of this mortgage.

The Mortgagee shall have the right to apply any funds received from hazard losses on account of the indebtedness or other items herein secured, or at its option may allow the same to be used in restoring the mortgaged premises provided the Mortgagee, if restoration of the premises is agreed to, may retain said funds without interest until said premises be so restored in a satisfactory manner.

AND IT IS FURTHER COVENANTED, That the said Mortgagor shall pay, as the same may become due, all taxes by whatsoever authority legally imposed upon the property hereby mortgaged, and in case he shall at any time neglect or fail so to do, then the said Mortgagee or its Agent may pay such taxes and reimburse itself for the same, with interest thereon at the rate of six per centum per annum; and that the same shall stand secured by this Mortgage.

If any tax is assessed against this note or mortgage, or the interest thereon, other than the Federal Income Tax, or if any tax is assessed against the interest of said Mortgagee, in the above described land, it shall be paid by the undersigned and upon failure of the undersigned to pay the said tax at the time required by law, or if the statute or court decision imposing such tax required it be paid by the holders of the said note, or instrument securing same, said note and instrument securing same will immediately mature and be enforceable as though their maturity in point of time had been reached, and the amount of such tax shall be secured by this mortgage.

AND IT IS FURTHER COVENANTED, That the said Mortgagor, his agents, and tenants, shall keep the aforesaid premises in as good order and condition as they now are, and not commit waste, or any injury, to such an extent as to impair the value of the same as a security for the said loan.

AND IT IS FURTHER COVENANTED, That in the event the Mortgagor, his heirs and assigns, do not keep said property and all equipment, appurtenances and accessories in proper repair and condition as hereinbefore specified, then the Mortgagee or its assigns, may have the necessary repairs made and the cost thereof added to the amount of said principal and made a part thereof, and the same shall draw interest from the time of said payment for said repairs at the rate of six per centum per annum, and shall, with interest, be covered by the security of this Mortgage.

AND the said Mortgagor further covenants and agrees, should the said obligation be placed in the hands of any attorney for collection, by suit or otherwise, in case of any default in the covenants and agreements herein contained, to pay all costs of collection and litigation, together with a reasonable attorney's fee, and the same shall be a lien on the said premises and be secured by this mortgage, and payment thereof enforced in the same manner as the principal obligation.