

The Mortgagor further covenants and agrees as follows:

- (1) That this mortgage shall secure the Mortgagee for the payment of taxes, insurance premiums, public assessments, and the mortgage shall also secure the Mortgagee for any further loans advanced by the Mortgagee so long as the total indebtedness then secured does not exceed the amount advanced shall bear interest at the same rate as the mortgage debt and shall be provided in writing.
- (2) That it will keep the improvements now existing or hereafter erected on the mortgaged premises at all times free from any lien or claim of any kind, time to time by the Mortgagee against loss by fire and any other hazards specified by the Mortgagee, and in such amounts as may be required by the Mortgagee, and its cost and expense thereof shall be held by the Mortgagee, and have attached thereon loss payable clause in favor of the Mortgagee, and that it will pay all premiums therefor when due; and that it does hereby assign to the Mortgagee the proceeds of any such mortgage premises and does hereby authorize each insurance company concerned to make payment for a loss in the extent of the balance owing on the Mortgage debt, whether due or not.
- (3) That it will keep all improvements now existing or hereafter erected on the mortgaged premises in good repair and will continue construction until completion without interruption, and should it fall to do so, the Mortgagee may, at its option, cause such repairs or the completion of such construction to be made at the expense of the mortgagor.
- (4) That it will pay, when due, all taxes, public assessments, and other governmental or municipal charges, and will defend against the mortgaged premises. That it will comply with all governmental and municipal laws and regulations affecting the mortgaged premises.
- (5) That it hereby assigns all rents, issues and profits of the mortgaged premises from and after any lease made by the mortgagor, and should legal proceedings be instituted pursuant to this instrument, any judge having jurisdiction may, at the option of the Mortgagee, appoint a receiver of the mortgaged premises, with full authority to take possession of the mortgaged premises and collect the rents, issues and profits, including a reasonable rental to be fixed by the Court in the event said premises are occupied by the mortgagor and after deducting all charges and expenses attending such proceeding and the execution of its trust as receiver, shall apply the residue of the rents, issues and profits toward the payment of the debt secured hereby.
- (6) That if there is a default in any of the terms, conditions, or covenants of this mortgage, or of the note secured hereby, then at the option of the Mortgagee, all sums then owing by the Mortgagor to the Mortgagee shall become immediately due and payable, and the mortgage may be foreclosed. Should any legal proceedings be instituted for the foreclosure of this mortgage, or should the Mortgagee become a party of any suit involving this Mortgage or the title to the premises described herein, or should the debt secured hereby, or any part thereof be placed in the hands of any attorney at law for collection by suit or otherwise, all costs and expenses incurred by the Mortgagee, and a reasonable attorney's fee, shall thereupon become due and payable immediately or on demand, at the option of the Mortgagee, as a part of the debt secured hereby, and may be recovered and collected hereunder.
- (7) That the Mortgagor shall hold and enjoy the premises above conveyed until there is a default under this mortgage or in the note secured hereby. It is the true meaning of this instrument that if the Mortgagor shall fully perform all the terms, conditions, and covenants of the mortgage, and of the note secured hereby, that then this mortgage shall be utterly null and void; otherwise to remain in full force and virtue.
- (8) That the covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators successors and assigns, of the parties hereto. Whenever used, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

WITNESS the Mortgagor's hand and seal this 16th day of October 1972

SIGNED, sealed and delivered in the presence of:

Leila H. Grogan
 Witness
Kathleen K. Kofford
 witness

Roscoe L. Powers
 ROSCOE L. POWERS (SEAL)

STATE OF FLORIDA }
 COUNTY OF Volusia }
 The foregoing instrument was acknowledged before me this 16th day of October 1972 by *Mary Martelli*
 Notary Public for State of Florida, Fla.
 My commission expires July 5, 1976

STATE OF FLORIDA }
 COUNTY OF Volusia }
 I, the undersigned Notary Public, do hereby certify unto all whom it may concern, that the undersigned wife (wives) of the above named mortgagor(s) respectively, did this day appear before me, and each, upon being privately and separately examined by me, did declare that she does freely, voluntarily, and without any compulsion, dread, or fear of any person whatsoever, renounce, release and forever relinquish unto the mortgagee(s) and the mortgagor(s) heirs or successors and assigns, all her interest and claim, and all her right and claim of dower of, in and to all and singular the premises within mentioned and released.

GIVEN under my hand and seal this 16th day of October 1972

Mary Martelli
 Notary Public for State of Florida, Fla.
 My commission expires July 5, 1976

Elizabeth M. Powers
 ELIZABETH M. POWERS (SEAL)

Recorded October 20, 1972 at 5:15 P.M. 115131