

TOGETHER with all and singular the rights, franchises, benefits, and appurtenances to the same belonging in any way incident or appurtenant, including all books, records and instruments bearing or constituting, showing and showing titles, and all well respecting, known and unknown, and any other appurtenances or interests now or hereafter attached, connected or linked in any manner to being the interests of the parties herein that all such benefits and appurtenances, other than beneficial interests, be considered a part of the realty.

TO HAVE AND TO HOLD all and singular the said premises and the Mortgage, its covenants and assigns forever.

The Mortgagee covenants and warrants that said Mortgagee is holder of the above described premises in fee simple absolute; that the above described premises are free and clear of all liens or other encumbrances; that the Mortgagee is lawfully empowered to convey or otherwise dispose of the said premises and the Mortgage, its covenants and assigns, and that the Mortgagee will forever defend the said premises and the Mortgage, its covenants and assigns, from and against the Mortgagee and every person whatsoever lawfully claiming or in claim the same or any part thereof.

THE MORTGAGE COVENANTS AND AGREES AS FOLLOWS:

1. That the Mortgagee will properly pay the principal and interest on the indebtedness evidenced by said promissory note at the times and in the manner therein provided.

2. That this mortgage will secure the Mortgagee for any additional sums which may be advanced hereafter, at the option of the Mortgagee, for the payment of taxes, or public improvements, bonded insurance premiums, repairs or other such purposes pertinent to the operation of the mortgage, and also for any taxes or assessments that may hereafter be made by the Mortgagee to the Mortgagee under the authority of law. All such taxes or assessments, if provided in writing, shall include any penalties, interest and all sums so advanced shall bear interest at the same rate as that provided in said promissory note, and shall be payable at the demand of the Mortgagee, unless otherwise provided in writing.

3. That Mortgagee will keep the improvements on the mortgaged premises, whether now existing or hereafter to be erected, insured against loss by fire, theft and other hazards in a sum not less than the balance due hereunder at any time and in a company or companies acceptable to the Mortgagee, and Mortgagee shall hereby waive the policy or policies of insurance to the Mortgagee and agree that all such policies shall be held by the Mortgagee, and shall include any possible claims in favor of the Mortgagee, and in the event of loss, Mortgagee will pay the amount of such loss to the Mortgagee if required to do so, and should the Mortgagee at any time fail to pay such premiums as to be paid the Mortgagee for such insurance, then the Mortgagee may cause such premiums to be paid in the name of the Mortgagee and reimburse itself for the cost of such insurance, with interest as hereinafter provided.

4. That the Mortgagee will keep all improvements upon the mortgaged premises in good repair, and should Mortgagee fail to do so the Mortgagee may, at its option, enter upon said premises and make whatever repairs are necessary and charge the expenses for such repairs to the mortgage debt and collect the same under this mortgage, with interest as hereinafter provided.

5. That the Mortgagee may at any time require the Mortgagee and guarantors of this mortgage upon the life of any person obligated under the indebtedness secured hereby to a surety bond to pay the mortgage debt with the Mortgagee as hereinafter provided, and if the guarantors are not otherwise paid, the Mortgagee may, at its option, pay said premium and any amount so paid shall become a part of the mortgage debt.

6. That Mortgagee agrees to pay all taxes and other public assessments levied against the mortgaged premises or to insure the same against such taxes and assessments when the same shall fall due, the Mortgagee may, at its option, pay the same and charge the amount so paid to the mortgage debt and collect the same under this mortgage, with interest as above provided.

7. That the Mortgagee warrants a "conformable loan". The Mortgagee agrees that the principal amount of the indebtedness hereby secured shall be disbursed to the Mortgagee in several payments, in accordance with the terms and conditions of a Commission Loan Agreement which is separately executed and is made a part of this mortgage and incorporated herein by reference.

8. That the Mortgagee will not further encumber the premises herein described, without the prior consent of the Mortgagee, and should the Mortgagee encumber such premises, the Mortgagee may, at its option, declare the indebtedness hereby secured to be immediately due and payable and may institute any proceedings necessary to collect said indebtedness.

9. That should the Mortgagee advance the mortgaged premises to a bank or other institution, as Trust or Agent of Conveyance, and the within mortgage indebtedness is not paid in full, the Mortgagee at its option may file with the Association an application for an assignment of the mortgage indebtedness, pay the reasonable and as required by the Association for processing the assignment, and the Mortgagee, with a copy of the Contract of Sale, Bond for Title, or Deed of Conveyance, and have the interest rate on the loan advanced reduced to the rate of interest provided for hereunder, the interest rate on the loan advanced in interest rate to may be determined by the Association. The Association will notify the Mortgagee of its purchase of the new interest rate and monthly payments, and will make him a new promissory note, should the Mortgagee, at its option, file in compliance with the purchase of the within mortgage, the Mortgagee, at its option, may declare the indebtedness hereby secured to be immediately due and payable and may institute any proceedings necessary to collect said indebtedness.

10. That should the Mortgagee fail to make payments of principal and interest as due on the promissory note and the same shall be unpaid for a period of thirty (30) days, or if there should be any failure to comply with said note by any law or in the charter of the Mortgagee, or any institution or any other mortgage, the Mortgagee, at its option, may file with the Mortgagee at his last known address a notice to the Mortgagee (30) days in which to remedy the said default and should the Mortgagee fail to comply and default within the said thirty days, the Mortgagee may, at its option, declare the indebtedness on the loan advanced to be immediately due and payable and may institute any proceedings necessary to collect said indebtedness. The amount so advanced will be advanced accordingly.

11. That should the Mortgagee fail to make payments of principal and interest as due on the promissory note and should any monthly installment become past due for a period in excess of 15 days, the Mortgagee may collect a late charge but to amount in excess of one (1%) per annum, or any such sum and conditions as to when to enter the same upon the installment to the handling of such delinquent payments.

12. That the Mortgagee hereby assigns to the Mortgagee, its successors and assigns, all the rents, issues, and profits accruing from the mortgaged premises, including the right to collect the same as well as the said benefits secured to and in payment of payment, and should any part of the foregoing indebtedness or interest, taxes, or for insurance premiums, be paid due and unpaid, the Mortgagee may without notice or further proceedings enter upon the mortgaged premises, if they shall be occupied by a tenant or tenants, and collect said rents and profits and apply the same to the satisfaction of the mortgage, without liability to account for anything other than the rents and profits actually received, less the cost of collection, and any amount so collected shall be applied to the mortgage, to satisfy all unpaid payments due to the Mortgagee, without liability to the Mortgagee, and should the Mortgagee, at its option, declare the indebtedness hereby secured to be immediately due and payable and may institute any proceedings necessary to collect said indebtedness, the Mortgagee may apply to the Judge of the County Court or to any Judge of the Court of Common Pleas who shall be considered as presiding in the county wherein the property is situated, or a justice of the peace, to take possession of said premises and collect said rents and profits, and should the Mortgagee fail to pay for the cost of collection, to the mortgage debt without liability to account for anything other than the rents and profits actually collected.

13. That the Mortgagee, at its option, may require the Mortgagee to pay to the Mortgagee, on the first day of each month until the note secured hereby is fully paid, the following sums in addition to the payments of principal and interest provided in said note: a sum equal to the percentage that will not exceed three (3%) and payable on the first day of each month, or such other amount (if applicable), for and other interest, including the delinquent interest, the taxes and assessments now due on the mortgaged premises (as so indicated by the Mortgagee) less all sums already paid thereon, divided by the number of months in which interest was made prior to the date when such payments begin, and payments will be due and payable, such sum to be paid by Mortgagee to pay the principal, taxes and special assessments, should these payments exceed the amount of principal interest made by the Mortgagee for taxes, assessments or insurance premiums, the excess may be retained by the Mortgagee or returned to the Mortgagee, if however, such sum shall be insufficient to make said payments, then the excess shall be paid by the Mortgagee, and should the Mortgagee fail to pay to the Mortgagee any amount so advanced, the Mortgagee may, at its option, declare the indebtedness hereby secured to be immediately due and payable and may institute any proceedings necessary to collect said indebtedness, and should the Mortgagee fail to pay to the Mortgagee any amount so advanced, the Mortgagee may, at its option, declare the indebtedness hereby secured to be immediately due and payable and may institute any proceedings necessary to collect said indebtedness, and should the Mortgagee fail to pay to the Mortgagee any amount so advanced, the Mortgagee may, at its option, declare the indebtedness hereby secured to be immediately due and payable and may institute any proceedings necessary to collect said indebtedness.