

TOGETHER with all and singular the rights, members, hereditaments and appurtenances to the same belonging or in any way incident or appertaining, and all of the rents, issues, and profits which may arise or be had therefrom and including all heating, plumbing, air-conditioning and lighting fixtures and any other equipment or fixtures now or hereafter attached, connected or fitted thereto in any manner; it being the intention of the parties hereto that all such fixtures and equipment other than the usual household furniture, be considered a part of the real estate.

TO HAVE AND TO HOLD all and singular the said premises unto the said Association, its successors and assigns, forever, and the said Mortgagor does hereby bind himself, his heirs, executors and administrators, to warrant and forever defend all and singular the said premises unto the said Association, its successors and assigns, from and against himself, his heirs, executors, administrators and assigns, and every person whomsoever lawfully claiming or to claim the same or any part thereof.

THE MORTGAGOR covenants that he is lawfully seized of the premises hereinabove described in fee simple absolute and that he has good right and lawful authority to sell, convey or encumber the same, and that the premises are free and clear of all liens and encumbrances whatsoever.

AND IT IS AGREED between the parties hereto that in the event the property covered by this mortgage is sold or conveyed by gift by the Mortgagor during the term of this mortgage, or if the title shall become vested in any other person in any manner whatsoever other than by death of the mortgagor, then in such event the Association may, at its option, declare the whole amount hereunder at once due and payable, together with cost and attorney's fees, and shall have the right to foreclose this mortgage.

AND IT IS AGREED, that said Mortgagor, his heirs, executors or administrators will keep the improvements now existing or hereafter erected on the mortgaged property insured, as may be required from time to time, by the Association against loss by fire, tornado, and other hazards, casualties and contingencies, in such amounts, and for such periods, and in companies approved by the said Association, and will pay promptly, when due, any premiums on insurance, and assign said policy or policies of insurance to the said Association. In the event that the Mortgagor should at any time fail to insure said premises or pay the premiums thereon, then the said Association may cause the buildings to be insured in its name and reimburse itself for the premiums and expenses of such insurance under this mortgage, with interest as herein provided. In the event of foreclosure of this mortgage, or other transfer of title to the mortgaged property in extinguishment of the indebtedness secured hereby, all right, title and interest of the mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee. Should the Mortgagor fail to secure insurance or have the same cancelled, then in such event the Association shall have the right to declare the full indebtedness due and payable immediately and foreclose this mortgage.

AND IT IS FURTHER AGREED, that the said Mortgagor, his heirs, executors, administrators and assigns, shall promptly pay all taxes, assessments and governmental charges imposed and chargeable upon said property and shall furnish to the Association due and proper proof of such payments, and in default thereof, that the said Association, its successors or assigns, may, at its option, pay the same and charge the amounts so paid to the mortgage indebtedness and collect the same under this mortgage with interest thereon at the same rate charged upon the principal indebtedness, whereupon the entire debt secured by this mortgage shall immediately become due and payable, if the said Association shall so elect.

AND IT IS HEREBY AGREED, that as a part of the consideration for the loan herein secured that the Mortgagor shall keep the premises herein described in good repair and in tenantable condition and should he fail to do so the Association, its successors or assigns, may enter upon said premises, make whatever repairs are necessary and charge the expenses for such repairs to the mortgage indebtedness, and collect the same under this mortgage with interest at the same rate charged upon the principal indebtedness. In the event that the dwelling or improvements on the premises herein described be abandoned, become untenable, or uninhabitable in the opinion of the Association, whose judgment shall be final, then in such event the Association shall have the right to declare the full indebtedness due and payable and foreclose this mortgage.

UPON breach of the terms of this obligation, the Mortgagor does hereby assign, set over and transfer unto the said Association, its successors and assigns, all rents and profits accruing from the premises hereinabove set forth as additional security for the mortgage indebtedness, and if at any time any part of said debt, interest, insurance premium or taxes shall be due and unpaid, said Association may (provided the premises hereinabove described are occupied by a tenant or tenants), without further proceedings, take over the property and collect said rents and profits and apply the same to the payment of the indebtedness, insurance premiums, interest and principal, without liability to account for anything more than the rents and profits actually collected less reasonable cost of collection; and should said premises be occupied by the Mortgagor and the payments hereinabove provided for become past due and unpaid, then it is agreed that the Association, its successors and assigns, may apply to any Court of competent jurisdiction for the appointment of a Receiver, with authority to take charge of the mortgaged premises, designate a reasonable rental to be paid by the mortgagor, and collect the same, and apply the net proceeds thereof, after the payment of costs of collection, upon said indebtedness, interest, taxes or insurance premiums, without liability to account for anything more than the rents and profits actually collected. The right is reserved unto the said Association to have a Receiver appointed by a Court of competent jurisdiction at all times upon default in the payment of any of the monthly installments herein provided for.

That in the event the ownership of said property or any part thereof becomes vested in a person other than the Mortgagor, the Mortgagee may, without notice to the Mortgagor, deal with such successor or successors in interest with reference to this mortgage and the debt hereby secured in the same manner as with the Mortgagor, and may forbear to sue or may extend time for payment of the debt, secured hereby, without discharging or in any way affecting the liability of the Mortgagor hereunder or upon the debt hereby secured;

AND IT IS AGREED, that at the option of the Association herein, one twelfth (1/12) of the annual taxes and insurance premiums including but not limited to policies of (fire, mortgage cancellation, and mortgage guaranty) shall be paid to the Association on or before the last day of each month with the installments of principal and interest as herein provided for, which amounts shall be held by the Association and applied to the payments of the taxes and insurance premiums on the dates thereof; without any liability on the part of the Association to pay interest thereon.