

N 74-51 E 76.5 feet to an old iron pin at the northwest corner of said park area; thence along the line of said park area, S 20-35 E 121.7 feet to the beginning corner, together with a perpetual easement of right-of-way on and over that portion of a cement roadway which crosses the 30 foot strip of Lot 329 which is not conveyed herein, this easement to be used in common with other owners of lake property and to inure to the benefit of the grantees herein and their heirs and assigns forever.

This property is subject to an easement described in the conveyance of this property to the mortgagors by deed of Nevada B. Richardson recorded in Deed Book 782 at Page 359 in the aforementioned R.M.C. Office.

This mortgage debt shall become due and payable forthwith at the option of the Mortgagee or the holder hereof if the Mortgagor shall convey away said premises or if the title thereto shall become vested in any other person or persons in any manner whatsoever.

It is expressly agreed that the mortgage debt shall become due and payable at the option of the Mortgagee or the holder hereof if there is a default in the payment of any tax or assessment against the property by the Mortgagor during the term of this Mortgage or in case of the actual or threatened demolition or removal of any building erected upon said premises.

TOGETHER with all and singular the Rights, Members, Hereditaments and Appurtenances to the said premises belonging or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular the said premises unto the Mortgagee, his Heirs, Successors, Executors, Administrators, and Assigns forever, and the Mortgagor hereby binds himself and his Heirs, Successors, Executors, Administrators, and Assigns, to warrant and forever defend all and singular the said premises unto the said Mortgagee, his Heirs, Successors, Administrators, Executors, and Assigns from and against himself, his Heirs, Successors, Executors, Administrators and Assigns, and all persons whomsoever lawfully claiming or to claim the same or any part thereof, except as to easements and restrictions of record, if any.

And the undersigned Mortgagor, for himself, his Heirs, Successors, Administrators, Executors and Assigns, covenants and agrees, as a part of the consideration upon which this loan was obtained, as follows:

1. That the words "mortgagor" and "mortgagee" herein, and the pronouns relating to them shall include all genders, the singular or plural, and persons or corporations.

2. That he will pay all taxes, charges and assessments on or against the mortgaged premises before delinquency.

3. That he will neither permit nor commit waste, alterations or removal of improvements now or hereafter thereon without the Mortgagee's written consent.

4. That he will insure the buildings now or hereafter on the mortgaged premises for not less than full insurable value, and keep the same insured from loss or damage by fire, war damage and other hazards, including wind storm and tornado, and against such other casualties as the Mortgagee may require, and assign the policy to the Mortgagee, and pay the premium for such insurance.

5. That upon default in the payment of any part of principal or interest of the debt hereby secured, or upon failure to fulfill and perform any covenant or agreement in this mortgage contained, such default or failure shall operate as an express assignment of the rents and profits from the mortgaged premises and shall entitle the Mortgagee or the holder hereof to have a receiver appointed, in open court or at chambers, upon ex parte application, to take charge and possession of the premises and collect the rents and profits and apply the net proceeds upon the mortgage debt or any unpaid taxes, insurance or other assessment, cost or expense, without liability to account for more than the rents and profits actually received, less all costs and expenses.

6. That, on failure of the Mortgagor to pay taxes, assessments, etc., and insurance premiums, the Mortgagee shall have the right, but shall not be required, to pay the same and recover the amounts paid as a part of this mortgage debt with interest from the date of payment at seven per cent per annum.

7. That, upon any such default, or failure, the Mortgagee, his Heirs, Successors or Assigns, or the holder hereof, shall have the option of declaring the entire debt secured hereby past due and the conditions of this mortgage broken, and shall have the right to immediately foreclose the same; but a failure to declare maturity for any one or more defaults or failures shall not be deemed a waiver of the right to invoke this acceleration clause for any subsequent default or failure.