

TOGETHER with all and singular the Rights, Hereditaments and Appurtenances to the said Premises belonging, or in anywise incident or appertaining thereto;

TO HAVE AND TO HOLD, all and singular the said premises unto the said First Piedmont Mortgage Company, Inc., its successors and assigns forever;

PROVIDED, ALWAYS, NEVERTHELESS, and it is the true interest and meaning of the parties to these presents, that if the said Mortgagors do and shall well and truly pay, or cause to be paid unto the said Mortgagee the said debt or sum of money aforesaid, with interest thereon, if any shall be due, according to the true intent and meaning of the said note, then this deed of bargain and sale shall cease, determine, and be utterly null and void; otherwise to remain in full force and virtue.

IT IS UNDERSTOOD AND AGREED that this mortgage shall constitute a second mortgage on said property, subject and subordinate to a Purchase Money Mortgage dated November 21, 1973, given to Dera R. Conway and James Conway, III, recorded in Mortgage Book 1258 at Page 179.

AND IT IS AGREED, by and between the said parties, that the Mortgagors shall hold and enjoy the said premises until default of payment or other default shall be made.

THE MORTGAGORS COVENANT AND AGREE as follows:

1. That they will keep the improvements now existing or hereafter erected on the mortgaged property insured as may be required from time to time by the Mortgagee against loss by fire and any other hazards specified by Mortgagee, in such amounts as may be required by the Mortgagee, and in companies acceptable to it, and that all such policies and renewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of, and in form acceptable to, the Mortgagee, and that they will pay all premiums therefor when due; and that they do hereby assign to the Mortgagee the proceeds of any policy insuring the mortgaged Premises and do hereby authorize each insurance company concerned to make payment for a loss directly to the Mortgagee, to the extent of the balance owing on the Mortgage debt, whether due or not.
2. That they will keep all improvements now existing or hereafter erected in good repair, and, should they fail to do so, the Mortgagee may, at its option, enter upon said premises, make whatever repairs are necessary, including the completion of any construction work underway, and charge the expenses for such repairs or the completion of such construction to the mortgage debt.
3. That they will pay, when due, all taxes, public assessments, and other governmental or municipal charges, fines or other impositions against the mortgaged Premises.
4. That they will comply with all governmental and municipal laws and regulations affecting the mortgaged Premises.
5. That they hereby assign all rents, issues and profits of the mortgaged premises from and after any default hereunder, and agree that, should legal proceedings be instituted pursuant to this instrument, any judge having jurisdiction may, at Chambers or otherwise, 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 Mortgagors and after deducting all charges and expenses attending such proceeding and the execution of their trust as receiver, shall apply the residue of the rents, issues and profits toward the payment of the debt secured hereby.