

with any purchaser at foreclosure sale hereunder that the Mortgagor is indefeasibly seized of said land in fee simple; that the Mortgagor has full power, lawful right, and authority to convey said land in fee simple as aforesaid; that it shall be lawful for the Mortgagee at all times hereafter peaceably and quietly to enter upon, hold, occupy, and enjoy said Premises and every part thereof; that said Premises, and every part thereof, are free from all liens and encumbrances;

And the Mortgagor will make such other and further assurances to perfect the fee simple title to said land in the Mortgagee, or in said purchaser at foreclosure sale hereunder, as may hereafter reasonably be required; and that the Mortgagor does hereby fully warrant the title to said Premises and every part thereof and will defend the same against the lawful claims of all persons whomsoever.

PROVIDED ALWAYS and these presents are upon the express condition that if the Mortgagor shall pay to the Mortgagee the certain negotiable Note, a copy of which is attached hereto as Exhibit "A", and all renewals, modifications, and extensions thereof, with interest thereon, and such other note or notes as may be given upon the security of this Mortgage and all renewals, modifications, or extensions therefor, as and when therein respectively provided, and shall promptly and fully perform, execute, and complete each and every covenant, agreement, obligation, condition, and stipulation of said Note, Loan Commitment, Construction Loan Agreement, this Mortgage, and all other instruments given to secure the indebtedness secured hereby, then this Mortgage and the estate hereby created shall cease and be null and void; otherwise to remain in full force and effect.

It is the intent hereof to secure payment of the aforesaid Note and obligation whether the entire amount shall have been advanced to the Mortgagor at the date hereof, or any additional loans or future advances made within twenty (20) years from date hereof by the Mortgagee to the said Mortgagor or any successor in title of the said Mortgagor of the property hereby conveyed; pro-