

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. In the event the Association elects not to declare the whole amount hereunder due and payable, the Mortgagor agrees to furnish adequate information regarding such sale and to pay the Association a record transfer fee of not more than one (1%) per cent of the loan balance and the Mortgagor shall give notice in writing to the Mortgagee forthwith of such alienation of title to any other person in any manner, whatsoever, other than by the Mortgagor's death.

The Mortgagor covenants and agrees as follows:

1. That he will promptly pay the principal of and interest on the indebtedness evidenced by the said note, at the times and in the manner therein provided.
2. That this mortgage shall secure the Mortgagee for such further sums as may be advanced hereafter at the option of the Mortgagee, for the payment of taxes, insurance premiums, public assessments, repairs or other purposes pursuant to the covenants herein and also any further loans, advances, or readvances or credits that may be made hereafter to the Mortgagor by the Mortgagee; and that all sums so advanced shall bear interest at the same rate as the mortgage debt and shall be payable on demand of the Mortgagee unless otherwise provided in writing.
3. That he will keep the improvements now existing or hereafter erected on the mortgaged property insured in such amounts as may be required from time to time by the Mortgagee in a company or companies acceptable to the Mortgagee, against loss by fire, wind, or other hazards, and that he does hereby assign to the Mortgagee the said policy or policies of insurance. In the event he should, at any time, fail to insure the said premises or to pay the premiums thereon, then the Mortgagee, its successors or assigns, may cause such buildings to be insured in its name and reimburse itself for the premiums and expenses of such insurance under this mortgage, with interest.
4. That the failure to maintain hazard insurance on the said property or the failure to make payments of taxes, public assessments or for repairs pursuant to the covenants herein shall constitute a violation and breach of the terms of this mortgage and the note which it secures and shall at the option of the Mortgagee, make the entire balance due hereunder immediately due and payable, and further makes this mortgage subject to foreclosure.
5. That he will keep improvements now existing or hereafter erected upon the mortgaged property in good repair and should he fail to do so, the Mortgagee may, at its option, enter upon said premises, make whatever repairs are necessary and charge the expenses for such repairs to the mortgage debt, and that sale of any timber growing on the premises shall also be considered waste of the premises and constitute default of this agreement.
6. That the Mortgagee may require the Maker, Co-Maker or Endorser of any indebtedness secured hereby to carry life insurance upon himself in a sum sufficient to pay all sums secured by this Mortgage, designating the Mortgagee as beneficiary thereof, and, upon failure of the Mortgagor to pay the premiums therefor, the Mortgagee may, at its option, pay said premiums and all sums so advanced by the Mortgagee shall become a part of the mortgage debt.
7. That, together with and in addition to the monthly payments of principal and interest payable under the terms of the note secured hereby he will, at the option of the Mortgagee, pay to the Mortgagee, on the first day of each month, until the indebtedness secured hereby is paid in full, a sum equal to one-twelfth of the annual taxes, public assessments and insurance premiums, as estimated by the Mortgagee, and on the failure of the Mortgagor to pay all taxes, insurance premiums and any public assessments, the Mortgagee may, at its option, pay said items and charge all advances therefor to the mortgage debt.
8. That he hereby assigns all rents, issues and profits of the mortgaged premises from and after any default hereunder and should legal proceedings be instituted pursuant to this instrument, then the Mortgagee shall have the right to have a receiver appointed of the rents, issues and profits who, after deducting all charges and expenses attending such proceeding and execution of his trust as receiver, shall apply the residue of the rents, issues and profits toward the payment of the debt secured hereby.
9. That the buildings, improvements, fixtures, lighting fixtures, wiring, accessories or appurtenances now or hereafter erected thereon, including all apparatus, equipment, fixtures or articles, whether in single units or centrally controlled, used to supply heat, gas, air conditioning, water, light, power, refrigeration, ventilation or otherwise, and all connections thereto, and any other thing now or hereafter therein or thereon, the furnishing of which by lessors to lessees is customary and appropriate, and also including screens, window shades, storm doors, windows, attached floor coverings, screen doors, venetian blinds, in-a-door beds, awnings, stoves, fences, including gates, and water heaters shall be deemed fixtures and a part of the real estate herein described, and shall be secured by this mortgage whether such fixtures were attached prior to or after the execution of this mortgage.
10. That should the improvements upon the premises herein described be in the process of construction and there is a cessation of work for a period of thirty (30) days whether successive days or not then in such event the Mortgagee shall have the following privileges: (a) To apply any unexpended balance of the loan to the mortgage indebtedness and declare the remaining portion due and payable and foreclose this mortgage; (b) To use the unexpended portion of the loan for the purpose of completion of the improvements without any liability to the Mortgagor or any other party by reason thereof.
11. 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.

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