

3. That payments pursuant to this mortgage will be made to E. Mitchell Arnold Company, Realtors, or such other party as may be designated or agreed upon, said payment to be applied first to the specified monthly payments on the first mortgage. Mortgagor may make any regular payments directly to the first mortgage holder if required to prevent or cure a default and such payments shall be credited against any payment, or payments next coming due on this note and mortgage.
4. Neither Mortgagor or Mortgagee shall enter into any agreement with the holder of the first mortgage modifying or amending any provisions of the first mortgage including, but not limited to, the provisions dealing with payment of principal or interest without the prior written consent of the other.
5. If the unpaid principal balance of the first mortgage is reduced by application of insurance proceeds, condemnation proceeds, prepayment or other reason, the Mortgagor's obligation to pay the principal indebtedness secured by this second mortgage shall be likewise reduced by an equivalent amount but no such reduction shall operate to reduce the obligation of Mortgagor to make the constant monthly payments due and payable hereunder.
6. That Mortgagor will keep all improvements now existing, or hereafter erected, in good repair.
7. That Mortgagor will pay, when due, all taxes, public assessments, and other governmental or municipal charges, fines or other impositions against the mortgaged premises. That Mortgagor will comply with all governmental and municipal laws and regulations affecting the mortgaged premises.
8. That Mortgagor hereby assigns all rents, issues and profits of the mortgaged premises from and after any default hereunder, and agrees 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 Mortgagor and after deducting all charges and expenses attending such proceeding and the execution of its trust as receiver, shall apply the residue of the rents, issues and profits toward the payment of the debt secured hereby.
9. That if there is a default in any of the terms, conditions, or covenants of this mortgage, or of the note secured hereby, then at the option of the Mortgagee, all sums then owing by the Mortgagor to the Mortgagee shall become immediately due and payable, and this mortgage may be foreclosed. Should any legal proceedings be instituted for the foreclosure of this mortgage, or should the Mortgagee become a party of any suit involving this mortgage or the title to the premises described herein, or should the debt secured hereby or any part thereof be placed in the hands of any attorney at law for collection by suit or otherwise, all costs and expenses incurred by the Mortgagee, and a reasonable attorney's fee, shall thereupon become due and payable immediately or on demand, at the option of the Mortgagee, as a part of the debt secured hereby, and may be recovered and collected hereunder.
10. That the Mortgagor shall hold and enjoy the premises above conveyed until there is a default under this mortgage or in the note secured hereby. It is the true meaning of this instrument that if the Mortgagor shall fully perform all the terms, conditions, and covenants of the mortgage, and of the note secured hereby, that then this mortgage shall be utterly null and void; otherwise to remain in full force and virtue.
11. That the covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators successors and assigns, of the parties hereto. Whenever used, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.
12. If any term, covenant, or condition of this wraparound mortgage shall be held to be invalid, illegal, or unenforceable in any respect, this mortgage shall be construed without such provision.
13. The Mortgagor shall have the right to prepay all, or any portion of the mortgage debt on or after January 1, 1980, without penalty.

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