

7-14-10 023

MORTGAGOR, for himself, his successors and assigns, covenants and agrees with the Mortgagee as follows:

1. That upon default on any prior lien or encumbrance or taxes or assessments on the property when the same become due and payable, the entire Mortgage Debt shall be due and payable at the option of the Mortgagee, and any sum or sums advanced as payments on or for said prior liens or encumbrances or taxes or assessments by the Mortgagee are hereby made a lien upon the property and recoverable as a part of the Debt hereby secured.
2. To insure and, during the existence of this Mortgage, to keep insured, the improvements on the property against loss or damage by fire and windstorm and other hazards, casualties, and contingencies in a sum not less than the amount of the Mortgage Debt plus the amount of any prior lien or encumbrance for the benefit of the Mortgagee, in such companies, through such agents or brokers, and in such form as may be satisfactory to the Mortgagee, and to deliver the policies and all renewal receipts to the Mortgagee; and in case of failure of the Mortgagor so to do, the Mortgagee may do so and add the cost thereof to the amount of the Mortgage Debt so as to become so much additional indebtedness secured by this Mortgage; and the exercise of such option shall not be deemed a waiver of the breach of any covenant or agreement herein contained.
3. To pay the Mortgage Debt and interest thereon according to the terms and conditions of the Note and any amendment, substitution, extension, or renewal thereof, and to pay, when due, all ground rents, taxes, water rents, assessments, public and other dues and charges levied or assessed or which may be levied or assessed on the property, and on the Mortgage Debt, and upon payment thereof to exhibit to Mortgagee the receipted bills therefor, and not to permit any lien or encumbrance on the property superior to the lien of this Mortgage or statutory lien of any kind except liens for taxes not then delinquent, and except for the prior mortgage/deed of trust hereinabove referred to. Mortgagor shall keep the property in good order, condition, and repair and permit the Mortgagee to enter upon and inspect the property, shall make all proper renewals, replacements, and additions of and to the property, shall not permit nor suffer any waste thereof, and shall not demolish the Improvements nor materially change them nor permit them to be demolished or materially changed, without the written consent of the Mortgagee. Should the title or the equity of redemption in the property be acquired in whole or in part by voluntary or involuntary deed, grant, or assignment by any person, firm, or corporation without the written consent of the Mortgagee or should the Mortgagor be declared insolvent or bankrupt, then this Mortgage shall be in default.
4. That the holder of this Mortgage in any action to foreclose it shall be entitled, without regard to the adequacy of the security for the debt, to the appointment of a receiver to collect the rents and profits of said property and account therefor as the Court may direct.
5. That in the event of default in the payment of said Mortgage Debt, or any installment thereof, at the time limited for said payment, or in the event of default in any agreement, covenant, or condition of this Mortgage, then, and in either of said events, the entire Mortgage Debt shall be deemed to be due and demandable at the option of said Mortgagee.

Whenever used herein, the singular shall include the plural, and the plural the singular, and the use of any gender shall be applicable to all genders, and Mortgagee shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise. The terms "Mortgagee" and "Mortgagor" as used herein shall include the heirs, personal representatives, successors, and assigns of the party so designated. It is mutually covenanted and agreed that no delay or failure on the part of the Mortgagee in the exercise of any right or remedy shall operate as a waiver thereof and no single or partial exercise by the Mortgagee of any right or remedy shall preclude other or future exercises thereof or the exercise of any right or remedy.

The Mortgagor certifies that prior to the execution of this Mortgage he has received a fully executed agreement as to the contractual rate of interest and a loan disclosure statement in connection with such loan.

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