

Together with all and singular the easements, ways, rights, privileges, members, hereditaments and appurtenances to the same belonging or in any way incident or appertaining, including but not limited to, all and singular the buildings and improvements now and hereafter thereon (including all materials to be used in the construction, maintenance and repair of same), and together also with all shades, wall-to-wall carpeting, screens and screening, awnings, plants, shrubs, and landscaping, elevators, plumbing material, gas and electrical fixtures and equipment, and all heating, cooling, air conditioning and lighting fixtures, equipment and/or apparatus now or hereafter on said premises, whether affixed or annexed or not, and used or usable in connection with any present or future operation of the premises, all of which shall be deemed realty and conveyed by this mortgage, and all rents, issues and profits which may arise or be had from any portion or all of said premises.

TO HAVE AND TO HOLD all and singular the above described premises, with the appurtenances, thereto, unto the Mortgagee, its successors and assigns forever.

The Mortgagor covenants and agrees with the Mortgagee as follows:

1. That the Mortgagor 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, 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 the Mortgagor is lawfully seized of the premises hereinabove described in fee simple, 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. The Mortgagor further covenants to warrant and forever defend all and singular the premises unto the Mortgagee forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof and agrees that such expenses and fees as may be incurred in the protection of the premises and the maintenance of the lien of this mortgage, including the fees of any attorney employed by the Mortgagee in any litigation or proceeding affecting said premises, shall be paid by the Mortgagor and secured by this instrument.

4. That the Mortgagor will keep the improvements now existing or hereafter erected on the mortgaged premises insured against fire and such other hazards as the Mortgagee may from time to time require and will also provide such other insurance, including, but not limited to, business interruption coverage, as the Mortgagee may from time to time require and deliver to Mortgagee policies for such insurance in form and amounts, and written by companies, satisfactory to Mortgagee and first payable in case of loss to Mortgagee, full power being hereby given to Mortgagee to settle and compromise claims or bring suit to recover thereunder, to apply the net proceeds therefrom, after deducting all costs of collection, including attorney fees, in reduction of the indebtedness hereby secured or, at its option, toward the repair, reconstruction or restoration of the premises, and in the event of foreclosure to assign each such policy to the transferee of the premises.

5. That the Mortgagor will pay all taxes, assessments, water rates, sewer rents and other charges and any prior liens now or hereafter assessed on or levied against the premises or any part thereof; and, on demand of the Mortgagee, will produce to the Mortgagee, not later than ten (10) days before the date on which any taxes, assessments, water and sewer rents and other charges bear interest or penalties, receipts for all such taxes, assessments, water and sewer rents and other charges; and in case of default in the payment thereof as herein provided, it shall be lawful for the Mortgagee, without notice or demand to the Mortgagor, to pay the same or any of them; that the moneys paid by the Mortgagee in discharge of taxes, assessments, water rates, sewer rents and other charges and prior liens shall be a lien on the premises added to the amount of said note or obligation and secured by this mortgage, payable on demand with interest at the rate applicable under the note from and after maturity from the time of payment of the same.

6. That the Mortgagor will maintain the premises in good condition and repair, will not commit or suffer any waste of the premises, will not remove or permit the removal of any building, improvement or fixture from, or perform or permit any act which would in any way impair the value of the premises, and will comply with, or cause to be complied with, all statutes, ordinances and requirements of any governmental authority relating to the premises; that the Mortgagor will promptly repair, restore, replace or rebuild any part of the premises now or hereafter subject to the lien of this mortgage which may be damaged or destroyed by any casualty whatsoever or which may be affected by any taking by eminent domain by any public or quasi-public authority; that the Mortgagor will complete without interruption any structure at any time in the process of construction on the premises and will pay any debt, claim or other charge for repairs or improvements that may have been made or may hereafter be made on, and which may become a lien against, the premises or any part thereof, and will not permit any lien or encumbrance of any kind which may be or become superior to this mortgage to accrue or remain on the premises or any part thereof; in the event of default hereunder the Mortgagee may, at its option, enter upon said premises, make whatever repairs are necessary or complete the construction work and charge the expenses for such repairs or for the completion of construction to the mortgage debt and/or declare the indebtedness secured hereby due and payable.

7. That the Mortgagor, at the option of the Mortgagee, will pay to the Mortgagee all moneys received as compensation for the taking of the premises or any part thereof by virtue of the right of eminent domain or in any manner whatsoever and all moneys received as damages for injury sustained by the premises or any part thereof and in any such event, the Mortgagee may, if in its sole discretion it determines that its security is impaired, elect to declare the whole of the remaining indebtedness, if any, immediately due and payable.

8. That the Mortgagee may, from time to time, require the maker, co-maker or endorser of any indebtedness secured hereby to carry life insurance upon such persons as may be designated by the Mortgagee in such sums determined by the Mortgagee, 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.

9. That the Mortgagor will comply with all the terms and conditions contained in that certain Building and Loan Agreement between the Mortgagor and the Mortgagee, dated _____.

10. That, together with, and in addition to, the payments of principal and interest payable under the terms of the note hereby, the Mortgagor will pay to the Mortgagee, at the Mortgagee's option, on such payment date, until the indebtedness secured hereby is paid in full, a proportionate sum of the annual taxes, public assessments and applicable insurance premiums, as estimated by the Mortgagee. All such deposits shall be held by the Mortgagee without interest and free of any liens or claim of the Mortgagor's creditors, to be used by the Mortgagee to pay such taxes, assessments and premiums as the same become due and payable.

11. That the Mortgagor hereby assigns all the rents, issues, and profits of the mortgaged premises 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 proceedings shall apply the residue of the rents, issues and profits toward the payment of the debt secured hereby.

5
7
0

4328 RV-2