Constitution of the Consti

The Mortgagor hereby releases and waives all rights in the said premises under l'ederal exemption laws

The Mortgagor further covenants and agrees as follows:

- (1) That this mortgage shall secure the Mortgagee for such sums as may be advanced hereunder.
- (2) that it will keep the improvements now existing or hereafter erected on the mortgaged property insured as may be required from time to time by the Mortgagee against loss by fire and any other hazards specified by Mortgagee, and that it will pay all premiums therefor when due; and that it does hereby assign to the Mortgagee the proceeds of any policy insuring the mortgaged premises and does hereby authorize each insurance company concerned to make payment for a loss directly to the Mortgagee, to the extent of the balance owing on the mortgage debt, whether due or not.
  - (3) That it will keep all improvements now existing or hereafter erected in good repair.
- (4) That it will pay, when due, all taxes, public assessments, and other governmental or municipal charges, fines or other impositions against the mortgaged premises. That it will comply with all governmental and municipal laws and regulations affecting the mortgaged premises.
- (5) That if there is a default in any of the terms 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, subject to the right of Mortgagor to cure such default upon written notice thereof from Mortgagee. In the event Mortgagor fails to cure said default as provided by law, 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, any costs and expenses incurred by the Mortgagee, and a reasonable attorney's fee, may be recovered and collected hereunder as provided in said note.
- (6) 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.
- (7) 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.
  - (8) That this mortgage may not be assumed without the written consent of the Mortgagee.

Mark Fargett		<del>/.1-</del>			(SEAL)
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