

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, 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 Mortgagee, its successors and assigns forever.

The Mortgagor covenants that he is lawfully seized of the premises hereinabove described in fee simple absolute, 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. The Mortgagor further covenants to warrant and forever defend all and singular the premises unto the Mortgagee, its successors and assigns, forever, from and against the Mortgagor, and his heirs and all persons whomsoever lawfully claiming the same or any part thereof.

The Mortgagor further covenants and agrees as follows:

1. That he will promptly pay the principal of and interest on the indebtedness evidenced by the said note and by any other note given in the future and secured hereunder at the times and in the manner therein provided.

2. That the 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 he 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 other hazards, in such amounts as may be required by the Mortgagee, and in companies acceptable to it, and that he does hereby assign to the Mortgagee all such policies, and that all such policies and renewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of, and in form acceptable to the Mortgagee.

4. That he will keep all 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.

5. That he hereby assigns all the 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 proceedings and the execution of his trust as receiver, shall apply the residue of the rents, issues and profits, toward the payment of the debt secured hereby.

6. That, at the option of the mortgagee, the interest rate of the note secured hereby may be increased to the highest legal rate in the event of default under any of the terms of the said note or the within mortgage or in the event of a conveyance of the mortgaged premises by the mortgagor, and also, at the option of the mortgagee, the entire mortgage debt shall immediately become due and payable if the mortgagor shall convey away or voluntarily further encumber said mortgaged premises, or if title to the same shall become vested in any other person in any manner whatsoever other than by the death of the mortgagor.

7. That, at the option of the mortgagee, the mortgagor may be required to pay with each monthly installment of principal and interest an additional amount equal to one-twelfth of the annual real estate taxes and hazard insurance premiums, such sums to be held by the mortgagee in trust for the payment of real estate taxes and hazard insurance premiums as they become due.

8. It is agreed that the Mortgagor shall hold and enjoy the premises above conveyed until there is a default under this mortgage or in the note or notes secured hereby. It is the true meaning of this instrument that if the Mortgagor shall fully perform all the terms, conditions, and covenants of this mortgage, and of the note or notes secured hereby, that then this mortgage shall be utterly null and void; otherwise to remain in full force and virtue. If there is a default in any of the terms, conditions or covenants of this mortgage, or of the note, or notes 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 to 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 an 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 thereby, and may be recovered and collected hereunder.

9. 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 number shall include the plural, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF we have hereunto set our hands and seals, this the 14th day of April, in the year of our Lord One Thousand, Nine Hundred and eighty-three, and in the Two Hundred and seventh year of the Independence of the United States of America.

Signed, sealed and delivered in the presence of:

Donald T. Cudd (SEAL)
 Donald Cudd
Janie Cudd (SEAL)
 Janie Cudd
James T. Cudd (SEAL)
 James T. Cudd
Theresa G. Blackmon
 Theresa G. Blackmon