

TOGETHER with all and singular the rights, members, hereditaments and appurtenances to the said premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD all and singular the said premises unto the said FCX, Inc., its successors and assigns forever. And we do hereby bind ourselves and our heirs, executors and administrators, to warrant and forever defend all and singular the said premises unto the said FCX, Inc., its successors and assigns, from and against us and our heirs, executors, administrators and assigns, and all other persons whomever lawfully claiming or to claim the same or any part thereof.

AND IT IS AGREED, by and between the said parties, that the said mortgagors, their heirs, executors or administrators, shall and will forthwith insure the buildings on said real estate, and keep the same insured from loss or damage by fire and other casualties and contingencies in at least the principal sum of the indebtedness secured hereby, in an insurance company or companies satisfactory to the mortgagee, and assign the policy or policies of insurance to the said mortgagee, its successors and assigns. And in case the mortgagors shall at any time fail to do so, then the said FCX, Inc., (mortgagee), its successors or assigns, may cause the same to be insured in its own name, and reimburse itself for the premium and expenses of such insurance under this mortgage.

AND IT IS AGREED, by and between the said parties in case of default in any of the payment of interest or principal as herein provided for, the whole amount of the debt secured by this mortgage shall become due and payable at once.

AND IT IS FURTHER AGREED, that said Mortgagors, their heirs and assigns, shall pay promptly all taxes assessed and chargeable against said property, and in default thereof, that the holder of this mortgage may pay the same, whereupon the entire debt secured by this mortgage shall immediately become due and payable, if the mortgagee shall so elect.

AND, the said mortgagors do hereby assign, set over, and transfer to the said mortgagee, its successors and assigns, all of the rents, issues and profits of the said mortgaged premises, and agree that any Judge of the Circuit Court of said state may at chambers or otherwise, appoint a receiver, with authority to take possession of said premises and collect said rents, issues and profits, applying the net proceeds thereafter (after paying costs of collection) upon said debt, interest, costs or expenses; without liability to account for anything more than the rents, issues, and profits actually collected. Said assignment and transfer of said rents, issues, and profits shall become operative if at any time any part of said debt or interest thereon be past due and unpaid.

AND IT IS AGREED by and between the parties that in the case of foreclosure of this mortgage, by suit or otherwise, the mortgagee shall recover of the mortgagors all costs and expenses including 15% of the indebtedness as attorney's fees, this to be added to the mortgage indebtedness and to be secured under this mortgage as a part of said debt, and to be included in judgment of foreclosure.

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