

premises unto the said MILES HOMES DIVISION OF INSILCO CORPORATION its successors, and assigns, from and against themselves, their heirs, executors, administrators and assigns, and all other persons whomsoever 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 house and building on said lot, and keep the same insured from loss or damage by fire in the sum of Forty-three Thousand Thirty-one and 14/100 Dollars, and assign the policy of insurance to the said MILES HOMES DIVISION OF INSILCO CORPORATION or assigns, And in case he or they shall at any time neglect or fail so to do, then the said MILES HOMES DIVISION OF INSILCO CORPORATION, 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 the mortgage.

AND IT IS AGREED, by and between the said parties in case of default in any of the payments 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 mortgage shall so elect.

PROVIDED ALWAYS, NEVERTHELESS, and it is the true intent and meaning of the parties to these presents, that if mortgagors, the said Mark K. Mitchell aka M. K. Mitchell and Diane K. Mitchell, his wife do and shall well and truly pay, or cause to be paid unto the said MILES HOMES DIVISION OF INSILCO CORPORATION the said debt or sum of money aforesaid, with interest thereon, if any shall be due, according to the true intent and meaning of the said note and condition thereunder written, then this deed of bargain and sale shall cease, determine and be utterly null and void. And the said mortgagor doth hereby assign, set over and transfer to the said mortgagee, his executors, administrators and assigns, all of the rents, issues and profits of the said mortgaged premises, accruing and falling due from and after the service of a summons issued in action to foreclose this mortgage after default in the conditions thereof.

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 mortgagor a reasonable sum as attorney's fee, which shall be secured by this mortgage, and shall be included in judgment of foreclosure.

OPEN END FEATURE: In addition to this mortgage standing as security for the performance of the provisions hereof and the payment of the note, this mortgage shall also stand as security for any and all future advances made by the holder of the note to the mortgagor in any amount so that the total principal herein does not exceed \$63,000.00 and the holder of the note and mortgagee herein is hereby given authority to make any such additional advances to mortgagor, herein upon request of the mortgagor, or either of them, and such additional advances shall be secured as the original obligation herein evidenced by the note. Such limitation upon the total amount of principal shall not be considered as limiting the the amount secured hereby when advanced to protect and preserve the security intended to be given by this mortgage.

WITNESS Hand and Seal this 5<sup>th</sup> day of July in the year of our Lord one thousand nine hundred and Eighty-three

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF  
TWO WITNESSES

X Mary Bagwell  
\* Mary Bagwell  
X Lillian Roberts  
\* Lillian Roberts

X Mark K. Mitchell  
\* Mark K. Mitchell aka M. K. Mitchell  
X Diane K. Mitchell  
\* Diane K. Mitchell