

by the payment of any sum hereunder and particularly the right to declare this mortgage in default by the reason of failure of performance of this condition or the non-payment of the indebtedness secured.

4. REPAIRS--To keep all buildings and improvements now or hereafter situate upon the premises in good order and repair, to comply with all governmental requirements respecting the premises or their use, and to neither commit nor permit any waste, or, except as provided in plans and/or specifications previously approved by Mortgagee, alter, add to or remove any of said buildings or improvements without the written consent of Mortgagee.

5. TITLE DEFECTS--To pay to Mortgagee any and all sums, including costs, expenses, and reasonable attorney fees, which Mortgagee may incur or expend in any proceeding, legal or otherwise, which Mortgagee shall deem necessary to sustain the lien of this mortgage or its priority.

6. ACCELERATION--That in the event (a) Mortgagor shall default in any respect in the performance of any one or more covenants, conditions or agreements specified herein; or (b) Mortgagor shall default in any respect in the performance of any one or more covenants, conditions or agreements specified in the Agreement or in any other document or instrument given as security for same; or (c) for any reason Mortgagor's covenant to pay all taxes specified above shall be or become legally inoperative or unenforceable in any particular; or, (d) for any reason Mortgagor shall fail to provide and maintain the necessary insurance as hereinabove required; or, (e) any lien, charge, or encumbrance prior to or affecting the validity of this mortgage be found to exist, or proceedings be instituted to enforce any lien, charge or encumbrance against any of said premises; or, (f) the removal or demolition of any of the buildings or improvements now or hereafter situate upon the premises is threatened; or (g) Mortgagor be declared bankrupt or insolvent, or abandon the premises; or (h) except as modified in Paragraph 11, all or any part of the premises or an interest therein is sold or transferred by Mortgagor without Mortgagee's prior written consent excluding the creation of a lien or encumbrance subordinate to this mortgage or a transfer by devise, descent, or by operation of law upon the death of any party herein designated "Mortgagor;" then, upon the occurrence of any such event, the entire balance of the indebtedness secured hereby, interest, Additional Interest, if any, advances and any other sum or sums payable by Mortgagor to Mortgagee secured hereby shall become due and payable immediately at the option of Mortgagee, and neither the advance of funds by Mortgagee under any of the terms and provisions hereof nor the failure of Mortgagee to exercise promptly its option under any

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