

TO SECURE

(1) the payment of a Note executed by the Mortgagor to the order of the Mortgagee bearing even date herewith in the principal sum of

Twenty-seven Thousand Eight Hundred and no/100-----Dollars

(\$ 27,800.00), which Note, together with interest thereon as therein provided, is payable in monthly installments of

Two Hundred Twenty-three and 96/100-----Dollars

(\$ 223.96), commencing the first day of October, 1971,

which payments are to be applied, first, to interest, and the balance to principal, until said indebtedness is paid in full.

(2) any advances made by the Mortgagee to the Mortgagor, or his successor in title, for any purpose, at any time before the release and cancellation of this Mortgage, but at no time shall this Mortgage secure advances on account of said original Note together with such additional advances, in a sum in excess of Twenty-seven Thousand Eight Hundred and no/100-----Dollars (\$ 27,800.00), provided that, nothing herein contained shall be considered as limiting the amounts that shall be secured hereby when advanced to protect the security or in accordance with covenants contained in the Mortgage.

(3) the performance of all of the covenants and obligations of the Mortgagor to the Mortgagee, as contained herein and in said Note.

Upon transfer of title of the real estate mortgaged to secure this note the entire balance remaining due hereunder may, at the option of the mortgagee, be declared due and payable at once.

THE MORTGAGOR COVENANTS:

A. (1) To pay said indebtedness and the interest thereon as herein and in said note provided, or according to any agreement extending the time of payment thereof; (2) To pay when due and before any penalty attaches thereto all taxes, special taxes, special assessments, water charges, and sewer service charges against said property (including those heretofore due), and to furnish Mortgagee, upon request, duplicate receipts therefor, and all such items extended against said property shall be conclusively deemed valid for the purpose of this requirement; (3) To keep the improvements now or hereafter upon said premises insured against damage by fire, and such other hazards as the Mortgagee may require to be insured against; and to provide public liability insurance and such other insurance as the Mortgagee may require, until said indebtedness is fully paid, or in case of foreclosure, until expiration of the period of redemption, for the full insurable value thereof, in such companies, through such agents or brokers, and in such form as shall be satisfactory to the Mortgagee; such insurance policies shall remain with the Mortgagee during said period or periods, and contain the usual clause satisfactory to the Mortgagee making them payable to the Mortgagee; and in case of foreclosure sale payable to the owner of the certificate of sale, owner of any deficiency, any receiver or redemptioner, or any grantee in a Master's or Commissioner's deed; and in case of loss under such policies, the Mortgagee is authorized to adjust, collect and compromise, in its discretion, all claims thereunder and to execute and deliver on behalf of the Mortgagor all necessary proofs of loss, receipts, vouchers, releases and acquittances, required to be signed by the insurance companies; and the Mortgagor agrees to sign, upon demand, all receipts, vouchers and releases required of him to be signed by the Mortgagee for such purpose; and the Mortgagee is authorized to apply the proceeds of any insurance claim to the restoration of the property or upon the indebtedness hereby secured in its discretion, but monthly payments shall continue until said indebtedness is paid in full; (4) Immediately after destruction or damage to, or commencement and promptly complete the rebuilding or restoration of buildings and improvements now or hereafter on said premises, unless Mortgagee elects to apply on the indebtedness secured hereby the proceeds of any insurance covering such destruction or damage; (5) To keep said premises in good condition and repair, without waste, and free from any mechanic's or other lien or claim of lien not expressly subordinated to the lien hereof; (6) Not to make, suffer or permit any unlawful use of or any nuisance to exist on said property nor to diminish nor impair its value by any act or omission in any way; (7) To comply with all requirements of law with respect to mortgaged premises and the use thereof; (8) Not to make, suffer or permit, without the written permission of the Mortgagee, being first had and obtained, (a) any use of the property for any purpose other than that for which it is now used; (b) any alterations of the improvements, apparatus, appurtenances, fixtures or equipment now or hereafter upon said property; (c) any purchase or conditional sale, lease or agreement under which title is reserved in the vendor, of any apparatus, fixtures or equipment to be placed in or upon any buildings or improvements on said property.

B. To provide for the payment of taxes, assessments, insurance premiums, and other financial charges upon the property securing this indebtedness, I promise to pay monthly to the Mortgagee, in addition to the above payments, a sum estimated to be equivalent to one-twelfth of such items, which payments may, at the option of the Mortgagee, (a) be held by it and commingled with other such funds on its own funds for the payment of such items; (b) be carried in a savings account and withdrawn by it to pay such items; or (c) be credited to the unpaid balance of said indebtedness as received, provided that the Mortgagee advance upon this obligation some sufficient to pay said items as the same accrue and become payable. If the amount estimated to be sufficient to pay said items is not sufficient, I promise to pay the difference upon demand. If such sums are held in escrow or in a savings account, the same are hereby pledged to further secure this indebtedness. The Mortgagee is authorized to pay said items as charged or funded without further inquiry.

C. This mortgage contract provides for additional advances, which may be made at the option of the Mortgagee and secured by this mortgage, and it is agreed that in the event of such advances the amount thereof shall be added to the mortgage debt and shall, in case the original term of the note hereby secured by the amount of such advance, and shall be a part of said note indebtedness under all of the terms of this mortgage and the contract as fully as if a new such note and mortgage were executed and delivered. An Additional Advance Agreement may be given and accepted for such advance, and provision may be made for different monthly payments and a different interest rate and other changes in provisions of the contract, but in all other respects this contract shall remain in full force and effect as to said indebtedness, including all amounts.

D. That in case of failure to perform any of the covenants herein Mortgagee may, by an Mortgagee's deed, everything so conveyed, and may also do any act it may deem necessary to protect the lien hereof that Mortgagee will retain upon demand, all moneys received by Mortgagee for any of the above purposes, and such moneys together with interest thereon at the highest rate for which it is then lawful to contract shall become a part of said indebtedness secured by this mortgage with the same priority as the original indebtedness and may be included in any decree foreclosing this mortgage and be paid out of the proceeds in priority of sale of said premises; and notwithstanding that it shall be stated by this mortgage that Mortgagee to secure upon the validity of any lien, encumbrance or other advance, no moneys are to be advanced, but nothing herein contained shall be construed as releasing the Mortgagor to advance any moneys for any purpose not to the use of the Mortgagor, and the Mortgagee shall not incur any personal liability because of anything it may do or omit to do hereunder.

E. That it is the intent hereby to secure payment of said note and obligation whether the entire amount shall have been advanced to the Mortgagee at the date hereof, or at a later date, and to secure any other amounts or amounts that may be added to the mortgage indebtedness under the terms of this mortgage.

F. That in the event the redemption of said property in any case hereinbefore provided for is a period other than the Mortgagee, the Mortgagee may, without notice to the Mortgagor, deal with said property and any sums in interest with reference to this mortgage, and the debt hereby secured in the same manner as with the Mortgagee, and may further extend time for payment of the debt hereby secured hereby without prejudicing or in any way affecting the liability of the Mortgagor hereunder or upon the debt hereby secured.

G. That this is of the essence hereof and if default is made in performance of any covenant herein contained or in making any payment under said note or obligation or any extension thereof, or if proceedings be instituted to enforce any other lien or charge against any of said property or against the lien of a proceeding in bankruptcy or against the Mortgagor, or if the Mortgagee shall make an assignment of the real estate of this estate or if its property be placed under control of or in custody of any court, or if the Mortgagee should in any of said property, then and in any of said events, the Mortgagee is hereby authorized and empowered, at its option and without affecting the lien hereby created by the security of said lien or any right of the Mortgagee hereunder, to declare without notice, all sums secured hereby immediately due and payable, whether or not such default is respected by Mortgagor, and agree toward the payment of and satisfaction of said indebtedness of the Mortgagor to the Mortgagee and said Mortgagee may also immediately proceed to foreclose this mortgage, and in any foreclosing sale may be made at two percent, or more, without offering the several parts separately.

H. That the Mortgagee may employ counsel for advice or other legal service at the Mortgagee's discretion in connection with any dispute as to the debt hereby secured or the lien of this instrument, or any litigation to which the Mortgagee may be made a party on account of this lien or which may affect the title to the property securing the indebtedness hereby secured or which may affect said debt or lien and any reasonable attorney's fees or incurred shall be added to, and be a part of the debt hereby secured. Any costs and expenses reasonably incurred in the foreclosure of this mortgage and sale of the property securing the same and in connection with any other dispute or litigation affecting said debt or lien, including reasonably estimated amounts to conclude the transaction, shall be added to and be a part of the debt hereby secured. All such amounts shall be payable by the Mortgagor to the Mortgagee on demand, and if not paid shall be included in any decree or judgment as a part of said mortgage debt and shall include interest at the highest contract rate, or if no such contract rate then at the legal rate.

I. In case the mortgaged property, or any part thereof, shall be taken by condemnation, the Mortgagee is hereby empowered to collect and receive all compensation which may be paid for any property taken or for damages to any property not taken and all condemnation compensation so received shall be forthwith applied by the Mortgagee as it may elect to the immediate redemption of the indebtedness secured hereby, or to the repair and restoration of any property so damaged, provided that any excess over the amount of the indebtedness shall be delivered to the Mortgagor or his assignee.