

be fixtures and an acquisition to the freehold and a part of the realty as between the parties hereto, and all persons claiming by, through, or under them, and shall be deemed to be a portion of the security for the indebtedness herein mentioned.

TO HAVE AND TO HOLD, all and singular the said premises with the appurtenances thereunto belonging or appertaining unto the Mortgagee forever. And Mortgagor does hereby bind himself to procure or execute any further necessary assurances of title to the said premises, and also to warrant and forever defend all and singular the said premises unto the said Mortgagee from and against Mortgagor and all other persons lawfully claiming or to claim the same or any part thereof.

NOW, THEREFORE, if the said Mortgagor shall pay or cause to be paid to said Mortgagee said sum set out in the said note as and when due by lapse of time or by acceleration with interest thereon until paid at the rate and on the dates therein mentioned, according to the terms, tenor, and effect of said note and shall fully perform all of the covenants herein contained to be performed by the Mortgagor, then these presents and the estate hereby granted shall cease, determine, and be void. And it is agreed by and between the parties that the Mortgagor shall hold and enjoy the said premises until default in any payment or breach of any of Mortgagor's covenants herein shall be made.

Mortgagor hereby pledges and assigns all rents and profits of the mortgaged premises to the Mortgagee, who shall have the right, forthwith, after any default on the part of the Mortgagor in the performance of any term or condition of the said note or this mortgage, without notice or demand, to enter upon and take possession of the said mortgaged premises, to lease the same and receive the rents, and to apply such rents, after payment of all necessary charges and expenses incident to the operation of the premises, on account of the amount hereby secured. This assignment and pledge of rents and profits shall be irrevocable until this mortgage shall have been satisfied and released of record. And upon any proceeding being commenced for the foreclosure of this mortgage, Mortgagee shall be entitled as a matter of right, without consideration of the value of the mortgaged premises as sufficient security for the indebtedness or of the solvency of any person or persons liable for payment of the indebtedness, to the appointment, without notice to any party, of a receiver to take charge of the mortgaged premises, rent the same, and collect the rents, issues and profits.

Mortgagor covenants that he owns the said real estate and premises in fee simple; that this instrument is a valid first mortgage and lien thereon and agrees to deliver herewith to Mortgagee a satisfactory title insurance policy or abstract of title; that upon default by Mortgagor in any of his obligations hereunder, to procure at his own expense a continuation of said title insurance policy or abstract to the date of default, made by a title insurance company or abstractor designated by Mortgagee, and deliver same to Mortgagee; upon any foreclosure hereof Mortgagor to procure at his own expense and furnish a like continuation of title insurance policy or abstract to and including the date of decree; to execute and deliver all further instruments necessary or deemed so by Mortgagee to effectuate the first mortgage security hereby intended to be given; to suffer or permit no liens of mechanics or material men to attach to said premises; to remove or demolish no improvements or fixtures that are now or are hereafter placed on said premises; to pay, when the same fall due, all encumbrances and liens upon said real estate; to permit nothing unlawful to be done upon said premises or anything that might impair the value of the security intended to be effected by this instrument and to comply with all laws, State and Federal, all City ordinances, and all rulings of any governmental agency relating to said premises.

Mortgagor agrees that he will pay forthwith all taxes and assessments, general or special, now existing against said real estate and improvements, and will pay when due and before delinquency all taxes and assessments, general or special, hereafter levied or charged thereon or therefor; including all taxes which may be levied upon the Mortgagee's interest therein or which may be levied upon this mortgage or the debt or note secured hereby; and will file the official receipts showing such payment with the Mortgagee. In the event of the passage of any law deducting from the value of land and improvements, for the purpose of taxation, any lien or encumbrance thereon, or changing in any way the laws now in force for the taxation of mortgages, deeds of trust or debts or notes secured thereby, for State or local purposes, or the manner of the collection of any such taxes, so as to affect adversely the interest of Mortgagee, the Mortgagee may, at his option, without notice to any party, declare the entire mortgage debt immediately due and payable.

Mortgagor agrees that he will keep all buildings and improvements on the said premises in as good repair as they are at the date hereof; will permit no waste of any kind; will keep all the buildings which are now or may hereafter be placed upon the premises unceasingly insured for their full insurable value against loss or damage from fire and tornado and against such other risks as may be required by the Mortgagee, in insurance companies acceptable to the Mortgagee, and will deliver such policies to him, with satisfactory mortgagee clause attached, and will pay all insurance premiums when due and that he will, in the same manner, procure and deliver a renewal policy at least one week in advance of the expiration of any such policy. It is agreed that in case of loss the Mortgagee may collect the insurance money and, at the election of the Mortgagee, the insurance money shall be applied either upon the indebtedness secured hereby, in such manner as the Mortgagee may elect, even though the same is not yet due, or, at the option of the Mortgagee, may be released to the Mortgagor for the purpose of making repairs or improvements upon said property satisfactory to the Mortgagee, but any amount so released shall not be deemed a payment on any indebtedness hereby secured.

Mortgagor agrees that the Mortgagee, at his option, may make any payment necessary to remove or extinguish any prior outstanding title, lien or encumbrance on the premises hereby conveyed; may pay any unpaid taxes or assessments charged against said property, if the same are not paid by the Mortgagor, with penalties, interest and costs; may insure said property and pay for such insurance if default be made in the covenants to insure; may secure and pay for any title insurance policy or abstract of title or continuation of the same on failure of the Mortgagor to furnish and pay for the same as herein provided; and may expend such sums as may be necessary to repair and protect the improvements if default be made in the covenants to protect and keep the improvements in repair; and any sums so paid shall be added to the indebtedness secured hereby, shall be secured by this mortgage and may be recovered with interest at the highest rate allowed by law but not exceeding 7 per cent per annum, in any suit for the foreclosure of this mortgage. Any sum so paid, with interest from date of payment as above provided, shall be payable on demand and unless so paid, the Mortgagee may, at his option, declare the entire mortgage indebtedness immediately due and payable.

Mortgagor agrees that if the principal or interest on the note herein described or any part of the indebtedness secured by this mortgage or interest thereon, be not paid when due, or if default be made in the full and prompt performance of any covenant or agreement herein contained, or if any proceedings be instituted which might result to the detriment of the use and enjoyment of the said property, or if the Mortgagor shall make an assignment for the benefit of his creditors, or if a receiver be appointed for the Mortgagor or his property, or if Mortgagor is adjudicated a bankrupt or files any petition or institutes any proceedings under the National Bankruptcy Act or under any amendment or addition thereto hereafter made, then on the happening of any one or more of these events, this conveyance shall become absolute and the whole indebtedness secured hereby shall immediately become due and payable, at the option of the Mortgagee, without notice or demand, and this mortgage may thereupon be foreclosed.