600 **123**7 ns 451

TO HAVE AND TO HOLD all and singular the said premises unto the McNyages, its successors and assign

The Mortgagor covenants that he is lawfully seized of the premises hereinabove described in few snaple absolute, that he has good right and lawful suthority to sell convey, or encumber the same, and that the premises are free and clear of all lens and encumbrances what cover. The Mortgagor further coverants to warrant and forever defend all and singular the premises unto the Mortgagoe forever, from and egainst the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

The Mortgagor covenants and agrees as follows:

- 1. That he will promptly pay the principal of and interest on the indebtedness evidenced by the said note, at the times and in the manner therein provided, or as modified or extended by mutual agreement in writing.
- 2. That this mortgage shall secure the Mortgages for such further sums as may be advanced hereafter, at the option of the Mortgages, for the payment of taxes, insurance premiums, public assessments, repairs or other purposes pursuant to the covenients, herein, and also any further loans, advances, readvances or credits that may be made hereafter to the Mortgages by the Mortgages, and for any other, or further obligation or indebtedness due to the Mortgages by the Mortgages at any, thus hereafter, and that all sums so advanced shall bear interest at the same rate as the Mortgage debt and shall be payable on demand of the Mortgagee, unless otherwise provided in writing; and the lien of this mortgage securing such advances and readvances shall be superior to the rights of the holder of any intervening lien of encumbrance.
- 3. Without affecting the liability of any person obligated for the payment of any indebtedness secured hereby, and without affecting the fights of the Mortgages with respect to any security not expressly feleased in writing, the Mortgages may at any time, without notice or consent, make any agreement extending the time or otherwise altering the terms of payment of the indebtedness secured hereby.
- 4. That he will keep the improvements now existing or hereafter erected on the mortgaged property insured as may be required from time to time by the Mortgagee against loss by fire and other hazards, casualties and contingencies in such amounts and for such periods as may be required by the Mortgagee and will pay promptly, when due, any premiums on such insurance provision for payment of which has not been made hereinbefore. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss Mortgagor will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgager and Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this mortgage or other transfer of title to the Mortgaged property in extinguishment of the indebtedness secured hereby, all right, fitle and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.
- 5. That he will keep all improvements now existing or hereafter erected upon the mortgaged property in good repair, and, in the case of a construction loan, that he will continue construction until completion without interruption, and should he fail to do so, the Mortgagee may at its option, enter upon said premises, make whatever repairs are necessary, including the completion of any construction work underway, and charge the expenses for such repairs or the completion of such construction to the mortgage debt.
- 6. That the Mortgagee may require the maker, co-maker or endorser of any indebtedness recured hereby carry life insurance upon himself in a sum sufficient to pay all sums secured by this mortgage, designating it Mortgages as beneficiary thereof, and upon failure of the Mortgages to pay the pressuums therefor, the Mort gagee may, at its option, pay said premiting, and all sums so advanced by the Mortgagee shall become a part of mortgage debt.
- 7. That, together with, and in addition to the monthly payments of principal and interest payable under the terms of the note secured hereby, he will pay to the Mortgages, on the first day of each month, until the indebted ness secured hereby is paid in full, a sun equal to one twelfth of the annual taxes, public assessments and insu-
- ness secured hereby is paid in full, a sum equal to one twelfth of the annual taxes, public assessments and insulance premiums, as estimated by the Mortgages, and, on the failure of the Mortgages to pay all taxes, insurance premiums and public assessments, the Mortgages may at its option, have said items and charge all advances therefor to the mortgage debs. These monthly escrow payments will not bear interest to the mortgage (s).

 8. That he hereby assigns all the rents, issues, and profits of the mortgaged premises from and after any default hereunder, and should legal proceedings be instituted pursuant to this instrument; then the Mortgages shall have the right to have a receiver appointed of the rents, issues, and profits, who, after deducting all charges and expenses attending such proceedings and the execution of his trust as receiver, shall apply the residue of the rents, issues, and profits, toward the payment of the debt secured hereby.
- 9. That, at the option of the Mortgages, this mortgage shall become due and payable forthwith if the Mortgagor shall convey away said mortgaged premises, or if the title shall become vested in any other person it any manner whatsoever other than by death of the Mortgagor, or, in the case of a construction loan, if the Mortgagor shall permit work on the project to become and remain interrupted for a period of lifteen (15) days without the written consent of the Mortgagee
- 10. It is igneed that the Mortgagor shall hold and enjoy the promises above conveyed until there is a default under this mortgage or in the note secured hereby. It is the frue meaning of this instrument that if the Morty-gagor shall fully perform all the terms, conditions and coverants of this mortgage, and of the note secured hereby that then this mortgage shall be interly stull and void otherwise to remain in full force and virtue. If there is a default in any of the terms, conditions or coverants of this mortgage, or of the note secured hereby that any of the terms, conditions or coverants of this mortgage, or of the note secured hereby that at the option of the Mortgages all sums their owing by the Mortgagor to the Mortgages shall become immediately due and payable and this mortgage may be foreclosed fibrall any legal proceedings he instituted for the foreclosure of this mortgage, or should be Mortgages become a party to any suit involving the instituted for the foreclosure of this mortgage, or should the debt vectors hereby or any part threet he placed in the hands of an attorney at lay for collection by still or otherwise, all casts and appeals manufactely or an demand, at the option of the Mortgage, as a runs of sind debt, growed threety, and may be recovered at largelleviral hereacter.