

TO HAVE AND TO HOLD all and singular the said premises unto the Mortgagee, its successors and assigns, forever. And the Mortgagor hereby bind themselves and their heirs, executors, administrators, successors and assigns to warrant and forever defend all and singular the said premises unto the Mortgagee, its successors and assigns, from and against the Mortgagor, and their heirs and executors, administrators, successors and assigns, and all other persons whomsoever lawfully claiming or to claim the same or any part thereof.

PROVIDED, ALWAYS, NEVERTHELESS, AND IT IS THE TRUE INTENT AND MEANING OF THE PARTIES TO THESE PRESENTS, that if Mortgagor shall well and truly pay, or cause to be paid unto the Mortgagee, its successors and assigns, the said debt or sum of money with interest thereon as aforesaid, and shall perform all covenants and conditions of this instrument and of the Note evidencing said debt according to the true intent and meaning thereof, then this Mortgage shall cease, determine and be utterly null; otherwise, it shall remain in full force and effect.

For the considerations aforesaid, it is covenanted and agreed by Mortgagor to and with the Mortgagee as follows:

1. Mortgagor will insure and keep insured any building on said property, or which may hereafter be erected hereon, as may be required by the Mortgagee from time to time, against loss and damage by fire or other casualty, in at least such amount and such company or companies as shall be satisfactory to the Mortgagee, the loss, if any, be payable to the Mortgagee as its interest may appear at the time of loss, and will deliver the policy or policies of insurance to the Mortgagee, and will promptly pay when due all premiums for such insurance. If any building on said premises so insured shall be destroyed or damaged by fire or other casualty the amount collected for insurance shall be applied, at the election of the Mortgagee, either on such part of the indebtedness as the Mortgagee may, in its sole discretion, determine, or to the reconstruction of the buildings so destroyed.

2. Mortgagors will pay all taxes, assessments and other governmental charges, as well as all judgments, that may be levied or assessed upon or against the property herein mortgaged, or that may be or become a lien thereupon, when due and payable according to the law and before they become delinquent and will, on demand, furnish to the Mortgagee receipts showing the payment of the same.

3. Mortgagor will keep all buildings, fixtures and other improvements of every kind and nature, now on said property or thereafter erected or placed thereon, in good order and condition, and will not commit or permit waste on the said premises.

4. If the Mortgagor shall fail to procure and maintain insurance as herein agreed or if, after procuring the same, he shall fail to pay the premiums therefor, or he shall fail to pay any taxes, liens, assessments or judgments as and when the same shall become due and payable, as herein agreed or if he shall fail to keep the buildings, fixtures and improvements now on the said premises, or hereafter placed thereon, in good order and condition, then and in any such event the Mortgagee shall procure such insurance and pay the premiums thereon and may pay any unpaid premiums for insurance procured by the Mortgagor, and pay any taxes, liens, assessments or judgments which should under the terms of this instrument be paid by mortgagor, and may make or cause to be made any repairs necessary to replace or keep the buildings, fixtures and improvements on said premises in good order and condition, although it is understood and agreed that the Mortgagee shall not be obligated to do so, and any amount so paid or advanced by the Mortgagee shall be added to the principal debt hereby secured, shall become a part hereof and shall become immediately due and payable, and repayment thereof, together with interest thereon from the date of advancement by the Mortgagee at the same rate provided in said Promissory Note, shall be secured by this instrument in the same manner and to the same extent as the original debt hereby secured; and the Mortgagee shall, in addition, be subrogated to all the rights of the person, persons or agency to whom such payments may be made.

5. If Mortgagor shall fail to pay any installment or other sum provided for under the terms of this instrument or the Note which it secures, or shall fail to keep or perform, or shall violate any of the terms, conditions and covenants of the Security Agreement, if any, or should Mortgagor default in the terms of its Lease with Southern

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