TOGETHER with all and singular the rights, members, hereditaments and appurtenances to the said premises belonging, or in anywise incident or appertaining.
TO HAVE AND TO HOLD, all and singular the said premises unto the said
, its successors and assigns, forever. And do hereby bind do hereb
heirs, executors and administrators, to warrant and forever defend all and singular the said premises unto the said
heirs, executors, administrators and assigns and all others whomsoever, lawfully claiming or to claim the same or any part thereof. AND IT IS AGREED, by and between the said parties, that the said Mortgagorheirs, executors or
administrators, shall and will forthwith insure the house and buildings now or hereafter erected on said lot and keep the saine insured from loss or damage by fire, and in such other forms of insurance as may be required by the Mortgagee, in stock companies approved by the Mortgagee in a sum satisfactory to the Mortgagee, and assign the said policy or policies of insurance to the said Mortgagee, its successors or assigns, and in case he or they shall at any time neglect or fail so to do, then the said Mortgagee, its successors or assigns, may cause the same to be insured in its own name and reimburse itself for the premium and expenses of such insurance under this mortgage.
PROVIDED ALWAYS, NEVERTHELESS, and it is the true intent and meaning of the parties to these presents, that ifthe said Mortgagerdo and shall well and truly pay or cause to be paid unto the said Mortgager, its successors or assigns, the said debt or sum of
to be paid by the Mortgagor,
between the said parties, that the Mortgagor
shall at any time fail or neglect to insure and keep insured the house and buildings now or hereafter erected on said lot, or shall fail to assign the said poincy or policies of insurance to the Mortgagee, its successors or assigns, the whole debt shall, at the option of the Mortgagee, its successors or assigns, become at once due and payable and this Mortgage may be foreclosed by said Mortgagee, its successors or assigns. It is agreed and covenanted by and between the said parties that if the said Mortgagor
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And it is further agreed and covenanted by and between the said parties that until the debt hereby secured be paid the said mortgagor, heirs, executors, administrators or assigns, shall and will pay all taxes or assessments on the property hereby mortgaged, and every part thereof, or on this mortgage or note secured hereby, promptly as they become due and before they become delinquent, and upon the mortgagor's failure to so pay the said taxes, charges, public rates or assessments, the mortgagee shall have the right to pay same (and any sums so paid shall stand secured by this mortgage and bear interest from the date of payment until repair at the rate of
gage; and the Mortgagee may likewise, in case of such default, declare the entire debt due and payable. And in case of default in the payment of said debt or interest thereon, and likewise in case of default in any of the agreements hereinabove set forth,
the Mortgagor hereby assigns the rents and profits of the above described premises to the Mortgagee, and agrees that any Judge of the Circuit Court of said State may at Chambers, or otherwise, appoint a receiver with authority to take possession of said premises and collect the rents and profits, and after paying costs of collection, apply the proceeds to the payment of said debt, interest, costs and expenses, without liability, however, to account for anything more than the rents and profits actually collected. And it is further agreed and covenanted between the said parties that in case the debt secured by this Mortgage or any part thereof is collected by suit
or action or this Mortgage be foreclosed, or put into the hands of an attorney for collection, suit, action or foreclosure, the said Mortgagor, heirs, executors, administrators or assigns, shall be chargeable with all costs of collection, including ten (10) per cent. of the principal and interest on the amount involved as attorney's fees, which shall be due and payable at once, which charges and fees, together with all costs and expenses are hereby secured and may be recovered in any suit or action hereupon or hereunder.
WITNESS
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