

Five (5) years, if mortgagor shall pay to mortgagee all then existing indebtedness secured hereby and shall perform all of the covenants, agreements, and conditions contained herein and in the notes evidencing said indebtedness, then this mortgage shall be null and void.

Mortgagee hereby covenants, undertakes and agrees:

That mortgagee will pay the said sums of money and interest thereon, according to the tenor and effect of said notes, together with all costs and expenses of collection thereon, which, if collected by any attorney through suit or otherwise, shall include a reasonable attorney's fee of not less than ten per cent (10%) of the total amount of principal and interest due and hereby secured.

That mortgagee is lawfully seized of said property and has good right to sell and transfer the same free of all encumbrances and will warrant and defend the same against the lawful claims of any persons whomsoever.

In the event mortgagor shall fail to pay said sums of money as they become due, together with interest thereon, upon demand therefor, by mortgagee, or shall violate any of the covenants, conditions or agreements contained herein, or if the moneys secured hereby, then mortgagee shall forthwith have the right to sell the same without notice to mortgagor, and immediately take possession of any of the property given as security for said indebtedness and to cause to be lawfully authorized mortgagee to enter, with or without suit or process, upon the premises where any of the property hereinabove described may be, to take possession thereof, and a fair advertising said property for five (5) days at the front door and any other public places in the county in which said property is any part thereof, to be held, mortgagee may, as agent of mortgagor, at the time, or times, place, or places, designated in such notice, or notices, to sell, sell and sell the same, and to receive thereon as may be necessary, at a public or private sale, or sales, or sales, mortgagee may become the purchaser, and the proceeds of sale, mortgagee may deduct and pay all charges, taxes, assessments, and expenses incurred in connection with any of the above described property, as well as for the seizure, maintaining and selling said described property, and may apply any balance to the payment of the indebtedness and to the payment of all taxes, paying the remainder to mortgagor.

Mortgagee will pay all taxes, assessments and other governmental charges and all judgments, liens and all charges that may be levied or assessed upon the property herein described or that may be or become a lien thereon and will insure and keep insured as may be required by mortgagee from time to time the above described property against loss or damage by fire, windstorm or other casualty, in such form and in the least such amount, and in such company or companies, as shall be satisfactory to mortgagee, and less, if any, to be payable to mortgagee, as its interest may appear at the time of the loss. Any amount received in settlement of a loss may be applied at the option of mortgagee either to the payment of the indebtedness secured by this instrument as mortgagee may in its sole discretion determine, or to the reconstruction or repair of the property so damaged or destroyed. In event mortgagor shall fail to pay any taxes, judgments, assessments, or other governmental charges levied against the property herein described, or to pay any premiums of insurance herein provided for, or any judgments, liens or charges that may be or become a lien on the property herein described, mortgagee may pay said taxes, judgments, premiums and charges and any amounts so paid shall be a lien on the property herein described, shall be secured by this instrument, shall bear interest at the rate of _____ in accordance with law, and shall be immediately due and payable.

That mortgagor agrees to keep all property herein described in good and substantial repair during the continuance of this lien and will not cause, suffer or permit waste thereon that will not, during the existence of any part of the lien herein provided for, sell, lease or otherwise dispose of any part of the property herein described without the written consent of mortgagee, its successors or assigns, approving such sale, lease or assignment.

As further security for the payment of the indebtedness and advances hereby secured, mortgagor hereby assigns, sets over and transfers to mortgagee, its successors and assigns, all the rents and income of said property hereby conveyed for each and every year that any indebtedness due hereunder shall be unpaid, together with all rights and remedies for enforcing the collection of the same; and upon commencing foreclosure proceedings by suit or otherwise or at any time thereafter, mortgagee, its successors or assigns, shall be entitled