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ADDITIONAL CONVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON THE REVERSE SIDE OF THIS MORIGAGE AND INCORPORATED THEREIN BY REFERENCE.

- 1. Mortgagors shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanics or other armoon claims for one not expressly subordinated to the lien hereof (3) pay when due any indebtedness which may be secured by a benor charge or the premises superior to the lien hereof and upon request exhibit satisfactory evidence of the discharge of such prior lien to Mortgagoc or to holder of this contract (4) complete within a reasonable time any buildings now or at any time in process of erection upon said premises the complete with altrequire mense. I have or municipal ordinances with respect to the premises and the use thereof; (6) make no material afterations in said premises except as required by have or municipal ordinance.
- 2. Mortgagors shall pay before any penalty attaches all general taxes and shall pay special taxes, special assessments water charges, exwerts it to charges, and other charges against the premises when due, and shall upon written request, furnish to Mortgagee or to holders of the contract duplicate receipts therefor. To prevent default hereunder Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagors may desire to contest.
- § 3. Mortgagors shall keep all buildings and improvements now and hereafter situated on said premises insured against loss or damage of the lightning and windstorm under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in companies satisfactory to the holders of the contract under insurance policies payable, in case of loss or damage, to Mortgagee such rights to be evidenced by the standard mortgage; lause to be attorhed to each policy, and shall deliver all policies including additional and renewal policies to holder of the contract and in case of insurance about to expire shall deliver renewal policies not less than ten days prior to the respective dates of expiration.
- 4. In case of default therein, Mortgagee or the holder of the contract may, but need not make any payment or perform any act here inbefore required of Mortgagors in any form and manner deemed expedient, and may, but need not make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax ilen or other prior lien or title or claim thereof or redeem from any tax sale or forfeiture, affecting, said premises or contest any tax or assessment. All moneys paid for any of these purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other moneys advanced by Mortgagee or the holders of the contract to protect the mortgaged premises and the lien hereof, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice. Inaction of Mortgagee or holders of the contract shall never be considered as a waiver of any right accruing to them on account of any default hereunder on the part of the Mortgagors.
- 5. The Mongagee or the holds, of the contract hereby secured making any payment her/by authorized relating to taxes and assessments may do so according to any bill statement of evimate produced from the appropriate public offices athout inquiry into the accuracy of such bill statement or estimate or into the validity of any large assessment, sale, forfeiture, tax lien or title or c aim thereof.
- 6. Mortgagors shall pay each item of it debtedness herein mentioned, when due according to the teams hereof. At the option of the holder of the contract, and without notice to the Mortgagors, all unpaid indebtedness secured by the Mortgagors hall notwithstanding and him in the contract or in this Mortgagor to the contrary, become due and payable(a) immediately in the case of default in making payment of any instalment on the contract or (b) when default shall occur and continue for the contained.
- 7. When the indebtedness hereby secured shall be only due whether by acceleration or otherwise. Mortgager shall have the right to force lose the lien hereof. In any suit to forcelose the lien hereof, their shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or included by or on behalf of Mortgagee or holder of the contract for attorneys less appraiser's less outlays for documentary and expert evidence, stenograph is? harges, publication costs and costs which may be estimated as to items to be expended after entry of the decree of procuring all such abstracts on the fittle searches and examinations, guarantee policies. To trens certificates and samilar data and assurances with respect to little as Mortgagee or hold into the contract may deem to be reasonably necessary either to prosecute such sout or to evidence to bidders at any sale which may be had pursuant to such exceed the true condition of the tritle for the value of the primises. All expenditures and expenses of the nature in this paragraph mentioned shall be some so much additional indebtedness secured hereby and immediately due and payable, when paid or incurred by Mortgagee or holder of the contraction with (a) any proceeding, including probate and bankruptcy proceedings, to which either of them shall be a parity, either as plantiff clain and or defendant, by reason of this Mortgage or any indebtedness hereby secured; or (b) preparations for the defense of any threatened suit or price ding which might affect the premises or the security hereof whether or not actually commenced.
- 8. The proceeds of any foreclosure sale of the premises shall be distributed an account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof, second all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the contract: third all other indebtedness, if any, remaining unpaid on the contract: fourth, any overplus to Mortgagors, their help. Togal representatives or assigns as their rights may appear
- 9. Upon, or at any time after the filing of a bill to foreclose this mortgage the court in whice such a bill is filed may appoint a receiver of said promises. Such appointment may be made either before or after sale without notice, without regard, on the solveney or insolveney of Mortgagors at the time of application for such receiver and without regard to the then value of the premises or whether the same shall be then occupied as a homestead or not and the Mortgagors have power (i) wo led the rents, issues and profits of said promises during the pendency of such foreclosure suit and, in case of a sale and a deficiency during the full solution period of redemption whether there be redemption or not, as well as during any further times when Mortgagors except for the intervention (i) such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the processes one control, management and operation of the premises during the whole of said period. The Court from time to time may author (ii) the receiver to apply the net income in his hands in payment in whole or in part of: (1) The indebtedness secured hereby, or by any decree foreclosing this is not gage or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale. (2) the deficiency in case of a sale and deficiency.
- 10. No action for the enforcement of the lien or any provision hereof shall be subject to any defense which wo. *** n' .! be good and available to the party interposing same in an action at law upon the contract hereby secured.
- 11. Mortgagee or the holder of the contract shall have the right to inspect the premises at all reasonable times and access the reto shall be permitted for that purpose.
- 12. If Mortgagors shall sell, assign or transfer any right, title or interest in said premises, or any partion thereof, without the written consent of the holder of the contract secured hereby, holder shall have the right, at holder's option, to declare all unpaid indebtedness secured by this mortgage to be immediately due and payable, anything in said contract or this mortgage to the contrary notwithstanding

<u>්</u> ර	ASSIGNMENT	
SFOR VALUABLE CONSIDERATION	. Mortgagee hereby sells, assigns and transfers the within mortgage to	
Date	Mortgagee	
~	By	
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NAME	RETURN TO:
STRUE	HNION MORTGAGE CO., INC.
CITY	P. O. BOX 796684 PALLAS, TX 75579-0634
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