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ADDITIONAL CONVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON THE REVERSE SIDE OF THIS MORTGAGE 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 repain without waste, and free from mechanic's or other liens or claims for lien not expressly subordinated to the lien hereof; (3) pay when disc any indebiedness which may be secured to allen or charge on the premises superior to the lien hereof and upon request exhibit satisfactory evidence of the sheckarge of such providen to Mortgage or to holder of the contract; (4) complete within a reasonable time any buildings now or at any time in process of erection upon said promises. (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) make no material alterations in said premises except as required by law or municipal ordinance.
- 2. Mortgagers shall pay before any penalty attaches all general taxes and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall upon written request, furnish to Mortgagecorto 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 by fire 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 salitifactory to the huiders of the contract, under insurance policies payable, in case of loss or damage, to Mortgagee, such rightered withered by the standard mortgage clauses to be attached to each policy, and shall deliver all policies including additional and renewal policies to bolder 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 hereinbefore required of Mortgagers in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior networks are a distributed of section and the contract of principal or interest of prior in prior 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 interest. In connection thereach, including attorneys less and any other moneys advanced by Mortgage or the holders of the contract to protect the roll tagged premises and the lifen hereoft 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 walver of any right account of them on account of any default hereunder on the part of the Mortgagors.
- 5. The Mortgagee or the halfer of the contract hereby secured making any payment hereby authorized relating to taxes and assessments, may do so according to any bill statement of extimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any lar assessment, sale, forfeiture, tax lim or title or claim thereof.
- 6. Mortgagors shall pay each item o. In debtedness herein mentioned, when due according to the terms hereof. At the option of the holder of the contract, and without notice to the Mortgage shall, not with standing anything in the contract or in this Mortgage to the contract, become due and combined immediately in the case of default in making payment of any instalment on the contract, or the when default shall occur and continue for this days in the performance of any other agreement of the Mortgagors herein contained.
- 7. When the indebtedness hereby secured shall ber ... edue whether by acceleration or otherwise. Mortgagee shall have the right to foreclose the iten hereof. In any sail, to foreclose the lien hereof, then 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' fees, appraiser's fees outlays for documentary and expenses which may be paid or included as 'changes' publication costs and costs which may be estimated as to items to be expended, after entry of the decree of procuring all such abstracts of title; title exacthes and examinations, guarantee policies. Forrens certificates and similar data and assurances with respect to title as Mortgagee or holder of the contract may deem to be reasonably necessary either to prosecute such suit or to exidence to bidders at any sale which may be had pursuant to such a cere the true condition of the title to or the value of the premises. All expenditures and expenses of the mature in this paragraph mentioned shall be an accommended by the contract by Mortgage or holder of the contract in connection with (a) any proceeding, including probate and bankruptcy proceedings to which either of them shall be a party, either as plaintiff, tain antior defendant, by reason of this Mortgage or any indebtedness hereby secured; or the preparations for the commencement of any suit for the firecostic thereof after accessal of such right to foreclose whether or not actually commenced or it preparations for the defense of any threatened suit or proceeding the might affect the premises or the security hereof whether or not actually commenced.
- 6. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority. First, on account of all costs and expenses incident to the foreclosure proceedings, including all such her is a sare mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute accured indebtedness addition (1), that evidenced by the contract: third, all other indebtedness, if any, remaining unpaid on the contract: fourth, any overplus to Mortgagors, their hars degal 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 which authibill is filed may appoint a recriver of said premises. Such appointment may be made either before or after sale without notice, without regard to the lowency or insolvency 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 Mortgager hereunder may be appointed as such receiver shall have power the first there must issues and profits of said premises during the penderecy of such foreclosure suit and, in case of a sale and a deficiency during the full is futurely period of redemption, whether there be redemption or not, as well as during any further times when Mortgagors, except for the intervention of any intervent, would be entitled to collect such rents, issues and prishts, and all other powers which may be necessary or are usual in such cases for the processession, control, management and operation of the premises during the whole of said period. The Court from time to time may authorize 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 foreigneed 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 would not be good and available to the party interposing same in an action at law upon the contract hereby secured:
- 11. Mortgage 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 portion thereof, without the uniten consent of the holder of the contract secured hereby, holder shall have the right; at holder is copion, to declare all unpaid indebted ness secured by this mortgage to be immediately due and physible, anything in said contract or this mortgage to the contrary notwithstanding.

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PALLAG. TX 75379-0684

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