

MORTGAGE OF REAL ESTATE

4. Mortgagor covenants and agrees hereby to pay, at the times and in the manner in this paragraph specified, all taxes, assessments, ground rents and other charges which may affect the title to said property or which affect this mortgage or the indebtedness hereby secured, together with the premiums and cost of any fire or other insurance on said property in the amount or amounts and in the insurer or insurers which Mortgagee may from time to time require. Mortgagor shall provide for the payment of said taxes, assessments, ground rents, insurance premiums and other charges by paying to Mortgagee during the term of this mortgage, in addition to all other payments to be made by Mortgagor hereunder and at the several times at which Mortgagor is obligated to make installment payments of principal and/or interest under the note hereby secured, additional installment payments at the rate of at least 1/12 per month of the aggregate of such annual taxes, assessments, ground rents, insurance premiums and other charges, as such aggregate is from time to time estimated by Mortgagee. Mortgagee may commingle with its general funds any moneys received by it pursuant to the provisions of this paragraph and shall not be liable for the payment of any interest thereon, nor shall Mortgagee incur any liability to Mortgagor on account of such moneys, except to account for funds received and funds disbursed under the terms hereof. From and out of moneys received by Mortgagee pursuant to the provisions of this paragraph, and/or from and out of any other moneys received by Mortgagee from Mortgagor or for Mortgagor's account, Mortgagee may at any time pay the whole or any part of any of such taxes, assessments, ground rents, insurance premiums and charges, together with any penalties, interest and charges thereon, or may retain any of such moneys for payment of said items, or Mortgagee may at its sole option apply at any time any or all of such moneys to the payment of any indebtedness owing to it from Mortgagor. If the moneys paid by Mortgagor to Mortgagee pursuant to the provisions of this paragraph are insufficient in amount to pay and discharge such taxes, assessments, ground rents, insurance premiums and other charges, together with any penalties, interest or charges thereon, when the same become due, payable, past due or delinquent and if Mortgagor fail to pay to Mortgagee, without demand, the amount of such deficiency, then Mortgagee at its sole option may at any time pay the whole or any part of any of such taxes, assessments, ground rents, insurance premiums, charges, penalties or interest from its own funds, and any such payment by Mortgagee from its own funds shall constitute an advance under the terms of this mortgage and the amounts of any such advance with interest shall be secured hereunder and shall be repaid as is elsewhere in this mortgage provided with respect to advances by Mortgagee. All payments of such taxes, assessments, ground rents, insurance premiums or other charges made by Mortgagee hereunder shall be in such amounts as are shown by its own records, or by bills therefor issued by proper authority to be due, payable, past due or delinquent, on account thereof or on the basis of any other information received by Mortgagee. Mortgagor shall promptly obtain, approve and deliver to Mortgagee upon Mortgagee's demand, all bills for such taxes, assessments, ground rents, insurance premiums and charges. Upon full payment of all indebtedness secured by this mortgage, Mortgagee shall refund to Mortgagor, without interest, all unexpended and unapplied moneys then in its possession which were theretofore received by Mortgagee pursuant to the provisions of this paragraph, but none of said moneys received by Mortgagee hereunder may be withdrawn so long as any indebtedness secured by this mortgage remains unpaid.

7. That if Mortgagors fail, neglect or refuse to pay to Mortgagee an amount sufficient from which to pay said taxes, assessments, levies, liabilities, obligations, encumbrances and insurance premiums, together with interest, costs, charges and penalties thereon and expenses in connection therewith, or to keep and maintain said property in good condition and repair or to effect or cause to be effected such repairs and improvements of said property as Mortgagee may require, all as herein provided, or shall fail, neglect or refuse fully to perform any other covenant or agreement upon the part of Mortgagors to be performed hereunder, then in either or any of said events Mortgagee is hereby authorized and empowered, at Mortgagee's option and without notice to Mortgagors or any other person, to pay said taxes, assessments, levies, liabilities, obligations, encumbrances and insurance premiums, together with the interest, costs, charges, and penalties thereon and expenses in connection therewith, and to provide and maintain such policy or policies of insurance as Mortgagee may require and to effect or cause to be effected such repairs and improvements and to cause its officers, employees and agents to enter upon, inspect, repair and improve said property, without any liability whatever as for trespass or otherwise, and fully to perform or cause to be performed any other act or thing upon the part of Mortgagors to be performed hereunder and for any of said purposes Mortgagee is hereby authorized and empowered, at the option of Mortgagee and without notice, to expend such sums of money as Mortgagee shall deem to be necessary or proper and to charge the same to Mortgagor's account, and all such sums of money so expended by Mortgagee, together with interest thereon at the rate herein specified per annum from the several dates of expenditure thereof until repaid, shall be secured hereby and shall be repaid by Mortgagors to Mortgagee in lawful money of the United States of America, immediately and without demand, at Mortgagee's Regional Office, in Atlanta, Georgia, or at such other place or places as Mortgagee may designate, unless Mortgagee shall permit such sums of money to be otherwise repaid, in which event the same shall be repaid by Mortgagors to Mortgagee at