

- (a) All rents, issues and profits of the premises from time to time accruing, whether under leases or tenancies now existing or hereafter created, reserving to Mortgagor, however, so long as Mortgagor is not in default hereunder, the right to receive and retain such rents, issues and profits.
- (b) All judgments, awards of damages and settlements hereafter made as a result or in lieu of any taking of the premises or any part thereof under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the premises or the improvements thereon or any part thereof.

Mortgagor covenants and agrees with Mortgagee as follows:

1. Mortgagor is lawfully seized of an indefeasible estate in fee simple, free from encumbrances, has good right and power to convey the premises, and does hereby warrant and will forever defend all and singular the premises unto Mortgagee against Mortgagor and against every person whomsoever lawfully claiming or to claim the same, or any part thereof.
2. To pay all sums secured hereby when due.
3. To pay, when due, all taxes and assessments of every type or nature levied or assessed against the premises or upon Mortgagee's interest therein, and any claim, lien or encumbrance against the premises which may be or become prior to this mortgage.
4. To pay all taxes which may be assessed upon this mortgage, or said note, or indebtedness secured hereby (but only to the extent thereof that such payments shall not render this instrument usurious), without regard to any law, heretofore or hereafter enacted, imposing payment of all or any part thereof upon Mortgagee. In event of enactment of any law imposing payment of all or any portion of any such taxes upon Mortgagee, or the rendering by any court of competent jurisdiction of a decision that the undertaking by Mortgagor as herein provided, to pay such tax or taxes is legally inoperative, then, unless Mortgagor nevertheless pays such taxes, all sums hereby secured, without any deduction, shall at the option of the Mortgagee become immediately due and payable notwithstanding anything contained herein or any law heretofore or hereafter enacted.
5. Mortgagor will keep the improvements now existing or hereafter erected on the premises insured as may be required from time to time by Mortgagee against loss by fire and other hazards, casualties and contingencies for the full insurable value of the property, and will pay promptly, when due, any premiums on such insurance. All insurance shall be carried in companies approved by Mortgagee and the policies and renewals thereof shall have attached thereto loss payable clauses in favor of and in form acceptable to Mortgagee. In event of loss Mortgagor will give immediate notice by mail to Mortgagee, who may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for