

- 4 -

payable, Mortgagee may then apply any funds in said account against the entire indebtedness secured hereby. The enforceability of the covenants relating to taxes, assessments and insurance premiums herein otherwise provided shall not be affected except insofar as those obligations have been met by compliance with this paragraph. Mortgagee may from time to time at its option waive, and after any such waiver reinstate, any or all provisions hereof requiring such deposits, by notice to Mortgagor in writing. While any such waiver is in effect Mortgagor shall pay taxes, assessments and insurance premiums as herein elsewhere provided.

5. 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 payment 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 Mortgagee become immediately due and payable, notwithstanding anything contained herein or any law heretofore or hereafter enacted. That in the event that the obligation secured by this Mortgage, or any assignment thereof, shall hereafter be held by a court of competent jurisdiction or departmental ruling to be subject to the payment of any documentary stamp tax and the Mortgagor shall fail to pay such tax together with interest and penalties, if any, within thirty days after demand by the Mortgagee, the indebtedness secured hereby shall immediately become due and payable at the option of the Mortgagee.

6. And the said Mortgagor further covenants and agrees to keep the buildings on said premises constantly insured for the benefit of the Mortgagee, against loss by fire, tornado and such other casualties and contingencies, in such manner and in such companies and for such amounts as may be satisfactory to the Mortgagee, until the debt hereby secured is fully paid. And will keep such policies constantly assigned or pledged to the Mortgagee and deliver renewals thereof to the said Mortgagee one week in advance of the expiration of the same, marked "PAID" by the agent or company issuing the same. In the event the Mortgagor, its successors or assigns, shall for any reason fail to deliver the policies of insurance to the said Mortgagee, or fail to pay the premiums thereon, the Mortgagee, if it so elects, may have such insurance written and pay the premiums thereon, and any premiums so paid shall be secured by this mortgage and repaid by the Mortgagor, its successors or assigns, immediately after payment by the Mortgagee. In default thereof, the whole principal sum and interest and insurance premium with interest on such sum paid for such insurance from the date of payment may be and shall become due at the election of the said Mortgagee, its successors or assigns, anything herein to the contrary notwithstanding.

And should the Mortgagee, by reason of any such insurance against loss as aforesaid, receive any sum or sums of money for any damage to the said building or buildings, such amount may be retained and applied by it toward payment of the amount hereby secured; or the same may be paid over, either wholly or in part, to the said Mortgagor, its successors or assigns, to enable such parties to repair said

Etlic  
Page 4