

collectible notwithstanding anything contained in the mortgage or any law hereafter enacted. The Mortgagor agrees not to suffer or permit all or any part of said taxes or assessments to become or remain delinquent nor to permit the said property or any part thereof, or any interest therein to be sold for taxes, and further agrees to furnish annually to the Mortgagee on or before the 15th day of November, the certificate of the proper authority, showing full payment of all taxes and assessments. And it is agreed that in the event that the Mortgagor shall fail to pay said taxes or assessments, that the Mortgagee, its successors or assigns, shall have the right to pay the same and the sums so paid shall stand secured by this mortgage and shall bear interest from the date of payment at the rate of six and one-half (6-1/2%) per cent per annum.

And it is covenanted that if the said Mortgagor does not hold said premises by title in fee simple, or has not good right and lawful authority to sell, convey or encumber the same; or if said premises are not free and clear of all liens and encumbrances whatsoever; or if any suits have been begun affecting the same, or if any taxes or assessments be made or levied upon the debt secured hereby, or upon the Mortgagee or its successors or assigns for or on account of this loan, either by the State or County, or for local purposes, the Mortgagee or its successors or assigns shall have the right to declare the entire indebtedness secured hereby at once due and payable, and the Mortgagor or the person or persons claiming or holding under the Mortgagor shall at once pay the entire indebtedness secured hereby.

And it is further covenanted and agreed that in case this mortgage or the indebtedness secured hereby be placed in the hands of an attorney for collection, or be collected by legal proceeding, the further sum of ten per centum on the amount then due shall be paid by the Mortgagor or the person or persons claiming through or under the Mortgagor, for attorney's commissions and also in addition thereto, there shall be paid a reasonable counsel fee, all of which shall stand secured by this mortgage and may be recovered in any suit or action hereupon or hereunder.

And it is covenanted and agreed that at all times during the continuance of this mortgage, the Mortgagor shall perform all of the terms and conditions imposed upon it by virtue of all leases entered into by it for the use of the premises covered by this mortgage. In the event of default by the Mortgagor of this covenant, the Mortgagee shall have the right, but not the obligation, to perform such acts and advance such sums of money as may be necessary to cure such default. Any such sums of money so paid shall immediately become due and payable by the Mortgagor and failure to promptly pay the same shall be deemed a default of this mortgage.

And it is further covenanted and agreed that the Mortgagor shall furnish to the Mortgagee, within ninety (90) days of the end of each fiscal year, during the term of this loan, annual audited financial and operating statements for the property described in this mortgage. Such statements are to include the sales or gross revenue figures of each tenant required to disclose such information by the terms of its lease. A C.P.A. audit will be furnished if available.

And it is further covenanted and agreed that upon default in the payment of any of the indebtedness secured hereby, or any part thereof, or any part of the interest thereon, or upon any failure of the Mortgagor to keep and perform all of the covenants and conditions hereof, that then the Mortgagee or its successors or assigns may enter and possess said premises, and shall have, demand, collect, receive and receipt for the rents, income and profit of the same and apply the net residue thereof, after deducting all expenses, to the payment of said debts; and the entire rents, income and profits accruing from or issuing out of said mortgaged premises, and until the indebtedness secured hereby shall be fully paid, are hereby assigned, transferred and delivered unto the Mortgagee and its successors and assigns, to be applied to said indebtedness after first deducting the