

on Exhibit "A", and shall constitute a second mortgage on the parcel or parcels designated as "Parcel 2" on Exhibit "A", subject to those purchase money mortgages described on Exhibit "A".

AND IT IS AGREED, by and between the said parties, that the Mortgagors shall hold and enjoy the said premises until default of payment or other default shall be made.

THE MORTGAGORS COVENANT AND AGREE as follows:

1. That they will keep the improvements now existing or hereafter erected on the mortgaged property insured as may be required from time to time by the Mortgagee against loss by fire and any other hazards specified by Mortgagee, in such amounts as may be required by the Mortgagee, and in companies acceptable to it, and that all such policies and renewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of, and in form acceptable to, the Mortgagee, and that they will pay all premiums therefor when due; and that they do hereby assign to the Mortgagee the proceeds of any policy insuring the mortgaged Premises and do hereby authorize each insurance company concerned to make payment for a loss directly to the Mortgagee, to the extent of the balance owing on the Mortgage debt, whether due or not.
2. That they will keep all improvements now existing or hereafter erected in good repair, and, should they fail to do so, the Mortgagee may, at its option, enter upon said premises, make whatever repairs are necessary, including the completion of any construction work underway, and charge the expenses for such repairs or the completion of such construction to the mortgage debt.
3. That they will pay, when due, all taxes, public assessments, and other governmental or municipal charges, fines or other impositions against the mortgaged Premises.
4. That they will comply with all governmental and municipal laws and regulations affecting the mortgaged Premises.
5. That they hereby assign all rents, issues and profits of the mortgaged premises from and after any default hereunder, and agree that, should legal proceedings be instituted pursuant to this instrument, any judge having jurisdiction may, at Chambers or otherwise, appoint a receiver of the mortgaged premises, with full authority to take possession of the mortgaged premises, and collect the rents, issues and profits, including a reasonable rental to be fixed by the Court in the event said Premises are occupied by the Mortgagors, and after deducting all charges and expenses attending such proceeding and the execution of their trust as receiver, shall apply the residue of the rents, issues and profits toward the payment of the debt secured hereby.
6. That they will pay when due any and all payments they are obligated to make under any note or notes secured by any other mortgage or mortgages on all or any portion of the property, and will otherwise take all actions necessary to prevent any default under any such notes or mortgages.

If there is a default in any of the terms, conditions or covenants of this Mortgage, or of the note secured hereby, then, at the option of the Mortgagee, all sums then owing by the Mortgagors to the Mortgagee shall become immediately due and payable, and this Mortgage may be foreclosed. Should any legal proceedings be instituted for the foreclosure of this Mortgage, or should the Mortgagee become a party to any suit involving this Mortgage or the title to the Premises described herein, or should the debt secured hereby or any part thereof be placed in the hands of an attorney at law for collection by suit or otherwise, all costs and expenses incurred by the Mortgagee, and a reasonable attorney's fee, shall