

has good title to the Premises, Building Equipment and other property covered hereby and has full power and lawful authority to mortgage the same; that the Mortgagor shall and will make, execute, acknowledge and deliver, in due form of law, all such further or other deeds or assurances as may at any time hereafter be reasonably desired or required for the more fully and effectually conveying the Premises, Building Equipment and other property covered hereby or intended so to be, unto the Mortgagee, its successors or assigns, for the purpose aforesaid, and unto all and every person or persons deriving any estate, right, title or interest therein under this Mortgage or the power of sale herein contained; and that the Mortgagor will warrant and defend the Premises, Building Equipment and said other property against all persons claiming by, through or under the Mortgagor.

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10. That in case of a foreclosure sale, said Premises, or so much thereof as may be affected by this Mortgage, may be sold in one parcel and as an entirety or in such parcels, manner, and order as the mortgagee in its sole discretion may elect.

11. That if any action or proceeding be commenced (including an action to foreclose this Mortgage or to collect the indebtedness secured thereby), in which the Mortgagee becomes a party or participates, by reason of being the holder of this Mortgage or the debt secured thereby, all sums paid by the Mortgagee for the expense of so becoming a party or participating (including reasonable counsel fees) shall on notice and demand be paid by the Mortgagor, together with the interest thereon at the rate per annum specified in Article 4 hereof, and shall be a lien on the Premises, prior to any right or title to, interest in, or claim upon, the Premises subordinate to the lien of this Mortgage, and shall be deemed to be secured by this Mortgage and evidenced by the Note; and that in any action or proceeding to foreclose this Mortgage, or to recover or collect the debt secured thereby, the provisions of law respecting the recovery of costs, disbursements and allowances shall prevail unaffected by this covenant.

12. That the Mortgagor will maintain the Premises and the Building Equipment in good condition and repair, will not commit or suffer any waste thereof, and will comply with or cause to be complied with, all statutes, ordinances and requirements of any governmental authority relating to the Premises; that the Mortgagor will promptly repair, restore, replace or rebuild any part of the Premises or the Building Equipment now or hereafter subject to the lien of this Mortgage which may be damaged or destroyed by any casualty whatsoever or which may be affected by any proceeding of the character referred to in Article 13; that the Mortgagor will complete and pay for, within a reasonable time, any structure at any time in the process of construction on the Premises; and that the Mortgagor will not initiate, join in, or consent to any change in any private restrictive covenant, zoning ordinance, or other public or private restrictions, limiting or defining the uses which may be made of the Premises or any part thereof, except Mortgagor may initiate, join in or consent to a less restrictive zoning ordinance or total or partial*public or private restriction or to a release of any other covenant, provided such release places no burdens on the Premises.

13. That notwithstanding any taking by eminent do-

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