TOGETHER AND TOGETHER [illegible]

MORTGAGOR covenants that Mortgagor is [illegible] good right and is lawfully authorized to sell, convey, [illegible] singular the Property unto Mortgagee and the successors and assigns of Mortgagee forever, and that Mortgagor will warrant and defend the same against all persons whomsoever lawfully claiming the same or any part thereof.

PROVIDED ALWAYS nevertheless and it is the true intent and meaning of Mortgagor and Mortgagee that if Mortgagor pays or causes to be paid to Mortgagee the debt secured hereby, [illegible] be utterly null and void; otherwise said estate shall remain in full force and virtue.

IT IS AGREED that Mortgagor shall be entitled to hold and enjoy the Property until a Default as hereinafter defined has occurred.

MORTGAGOR further covenants and agrees as to Mortgagee as follows:

1. Assignment of Rents and Profits. As further security for the indebtedness secured by this Mortgage, Mortgagor assigns to Mortgagee all rents and profits arising from the Property, and does hereby [illegible] Default as hereinafter defined has occurred, Mortgagor shall be entitled to collect and receive all such rents and profits as the sole property of Mortgagor, in trust, accounting to Mortgagee therefor.

2. Maintenance. Mortgagor will maintain the Property in good condition and repair and will not permit nor allow waste thereof. Mortgagor will promptly repair or restore any part of the Property which is damaged or destroyed by any cause whatsoever and will promptly pay, when due, all costs and expenses of such repair or restoration. Mortgagor will not remove or demolish any [illegible] of the Property, and will not [illegible] on the Property, without the express written consent of Mortgagee. Mortgagee may enter upon the Property to inspect the performance of the obligations of this paragraph.

3. Insurance. Mortgagor will keep all improvements and chattels now or hereafter part of the Property insured by such company or companies as Mortgagee may reasonably approve for the full insurable value thereof against all risks including fire, [illegible] coverage is available from time to time. Such insurance will be payable to Mortgagee as the interest of Mortgagee may appear pursuant to the New York standard form of mortgagee clause or such other form of mortgagee clause as may be required by the Mortgagee and will not be cancelable without [illegible] written notice to Mortgagee. Mortgagor hereby assigns to Mortgagee Mortgagor's right, title and interest in all policies of insurance now or hereafter in force with respect to the Property, including the right to receive any unearned premiums thereon, and the proceeds payable under any such policy, and Mortgagor hereby authorizes and directs the issuer of each such policy to make payment of such proceeds directly to Mortgagee instead of to Mortgagor and Mortgagee jointly, and Mortgagor appoints Mortgagee its attorney-in-fact to endorse any draft therefor in the name of Mortgagor. Mortgagee is not obligated to file any claim or take any other action to collect such proceeds in the event of any loss, and shall not be liable for any failure to collect any such proceeds in the event of any loss. Mortgagee 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 such loss directly to Mortgagee instead of to Mortgagor and Mortgagee jointly. After deducting from such proceeds any expenses incurred by it in the collection or handling thereof, Mortgagee may apply the net proceeds, at its option, either to the reduction of the indebtedness hereby secured, whether or not then due, in such order as Mortgagee may determine, or to the restoration or repair of the Property damaged. Any application of proceeds to principal shall not extend or postpone the due dates of the monthly installments referred to in the Note secured hereby, or change the amount of such installments. If Mortgagee elects to apply the proceeds to restoration or repair, Mortgagor shall repair or restore the damaged Property in accordance with Mortgagee's reasonable requirements as to insurance, governmental regulations, and other matters. Mortgagee may, at its option, appear in any proceeding and be represented therein by counsel of its choice, and may pay, purchase, contest or compromise any encumbrance, claim, charge, lien or debt which in the judgment of Mortgagee may affect or appear to affect the security of this Mortgage or be prior or superior hereto. Mortgagor agrees to pay, or reimburse Mortgagee for, all costs, expenses and attorneys' fees incurred by Mortgagee in connection with the exercise by Mortgagee of the foregoing rights, with interest thereon at the rate set forth in the Note secured hereby.

4. Taxes and Assessments. Mortgagor will pay all taxes, assessments and other charges which constitute or are secured by a lien upon the Property which is superior to the lien of this Mortgage and will deliver to Mortgagee proof of payment of the same not less than ten (10) days prior to the date the same becomes delinquent; provided, however, that Mortgagor shall be entitled by appropriate proceedings to contest the amount or validity of such tax, assessment or charge so long as the collection of the same by foreclosure of the lien upon the Property is stayed during the pendency of such proceedings and Mortgagor deposits with the authority to which such tax, assessment or charge is payable or with Mortgagee appropriate security for payment of the same, together with any additional interest and penalties should the same be determined due and owing.

5. Expenditures by Mortgagee. If Mortgagor fails to make payment for restoration or repair of the Property, for insurance premiums or for taxes, assessments or other charges as required in this Mortgage, Mortgagee may, but shall not be obligated to, pay for the same, and any such payment by Mortgagee will be secured by this Mortgage and have the same rank and priority as the principal debt secured hereby, and bear interest from the date of payment at the legal rate. Payments made for taxes by Mortgagee shall be a first lien on the Property, to the extent of the taxes so paid, with interest from the date of payment, regardless of the rank and priority of this Mortgage. Mortgagor shall pay to Mortgagee in cash on demand an amount equal to any payment made by Mortgagee pursuant to this paragraph plus interest thereon as herein provided.

6. Condemnation. Mortgagee shall be entitled to be made a party to and to participate in any proceeding, whether formal or informal, for condemnation or acquisition pursuant to power of eminent domain of any portion of the Property. Mortgagor hereby assigns to Mortgagee the right to collect and receive any payment or award to which Mortgagor would otherwise be entitled by reason of condemnation or acquisition pursuant to power of eminent domain of any portion of the Property. Any such payment or award received by Mortgagee may, at the option of Mortgagee, (i) be applied by Mortgagee to payment of any sums secured by this Mortgage in such order as Mortgagee may determine or (ii) be applied in a manner determined by Mortgagee to the replacement of the portion of the Property taken and to the repair or restoration of the remaining portion of the Property or (iii) be released to Mortgagor upon such conditions as Mortgagee may determine or (iv) be used for any combination of the foregoing purposes. No portion of an indemnity payment which is applied to replacement, repair or restoration of any portion of the Property or which is released to Mortgagor shall be deemed a payment against any sums secured by this Mortgage.

7. Transfer. At the option of the Mortgagee, the indebtedness secured by this Mortgage shall become due and payable if, without the written consent of the Mortgagee, the Mortgagor shall convey away the mortgaged premises, or if the title shall become vested in any other person in any manner whatsoever other than by death of the Mortgagor. It is understood and agreed that in consideration for the consent of the Mortgagee to any transfer of title to the mortgaged premises, the Mortgagee at its option may charge a loan transfer fee and/or require changes in the rate of interest, term of loan, monthly payments of principal and interest and other terms and conditions of this Mortgage and/or the Note secured hereby.

8. Default. The occurrence of any of the following events shall be deemed a Default under this Mortgage:

(a) failure of Mortgagor to pay any installment of principal or interest upon the Note or Notes hereby secured when due.

(b) failure of Mortgagor to pay any other sum secured by this Mortgage when due.

(c) failure of Mortgagor to observe or perform any covenant or agreement set forth in this Mortgage or in any loan agreement entered into between the Mortgagor and Mortgagee with respect to the indebtedness hereby secured within ten (10) days following the giving of notice by Mortgagee to Mortgagor to observe or perform the same; or

(d) adjudication of Mortgagor as bankrupt, written admission by Mortgagor of an inability to pay the debts of Mortgagor as they mature, assignment of the assets of Mortgagor for the benefit of creditors, request or petition by Mortgagor for the appointment of a receiver, trustee or conservator of the assets of Mortgagor or for reorganization or liquidation of Mortgagor, or acquiescence by Mortgagor to any such request or petition made by another person

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