

evidence of the due and punctual payment of such taxes, etc. as the Mortgagee may require, and the Mortgagor will also pay all taxes, assessments or charges which may be levied on this mortgage or on the note secured hereby, or the interest thereon, excepting the federal income tax imposed under the laws of the United States of America. Beginning November 1, 1980, Mortgagor will make all payments due under the T. Walter Brashier mortgage (referred to above) and note, as amended, to T. Walter Brashier directly.

6. If the Mortgagor shall neglect or refuse to assign notes made by limited partners as required in Paragraph (3) or shall neglect or refuse to keep in good repair the property referred to in Paragraph (4), to replace the same as therein agreed, to maintain and pay the premiums for insurance which may be required under Paragraph (4) or to pay and discharge all taxes, assessments and charges of every nature and to whomsoever assessed, as well as mortgage indebtedness, as provided for in Paragraph (5), the Mortgagee may, at its election, cause such repairs or replacements to be made, obtain such insurance or pay said taxes, assessments and charges and any amounts paid as a result thereof, and interest thereon at the rate of ten percent (10%) per annum from the date of payment shall be immediately due and payable by the Mortgagor to the Mortgagee, and until paid shall be added to and become a part of the principal debt secured hereto, and the same may be collected as a part of said principal debt in any suit hereon or upon the note; or the Mortgagee, by the payment of any tax, assessment or charge, may, if it sees fit, be thereby subrogated to the rights of the State, County, Village and all political or governmental subdivisions. No such advances shall be deemed to relieve the Mortgagor from any default hereunder or impair any right or remedy consequent thereon, and the exercise of the rights to make advances granted in this Paragraph shall be optional with the Mortgagee and not obligatory and the Mortgagee shall not in any case be liable to the Mortgagor for a failure to exercise any such right.

7. Mortgagor shall provide Mortgagee with quarterly computer printouts of the property's operating statements at the end of each quarter and shall provide Mortgagee with certified annual operating statements at the close of each year. Mortgagor will keep the mortgaged premises in good order and repair and will not commit or suffer any strip or waste of the mortgaged premises or any violation of any law, regulation, ordinance or contract affecting the mortgaged premises and will not commit or suffer any demolition, removal or material alteration of any of the buildings or improvements (including fixtures) on the mortgaged premises without the written consent of the Mortgagee. If Mortgagee determines in good faith that its security is jeopardized by the failure of Mortgagor to properly maintain and repair the property, Mortgagee may set reasonable standards for maintenance and repair of the property and Mortgagor shall be obligated to maintain and repair the property in accordance with such standards. Mortgagee shall have the right to inspect the property at all reasonable times.

8. Mortgagor agrees that all awards heretofore or hereafter made by any public or quasi-public authority to the present and all subsequent owners of the premises covered by this Mortgage by virtue of any exercise of the right of eminent domain by such authority, including any award for taking of title, possession or right of access to a public way, or for any change of grade of streets affecting said premises, are hereby assigned to the Mortgagee; and the Mortgagee, at its option, is hereby authorized, directed and empowered to collect and receive the proceeds of any such award and awards from the authorities making the same and to give proper receipts and acquittances therefor, and shall, at the Mortgagee's election,