[illegible]

MORTGAGOR [illegible]

PROVIDED ALWAYS [illegible]

IT IS AGREED [illegible]

MORTGAGOR further covenants and agrees with Mortgagee as follows:

1. Assignment of Rents and Profits. As further security for all sums secured by this Mortgage, Mortgagor assigns to Mortgagee all rents and profits arising from the Property, provided however that so long as no Default as hereinafter defined has occurred, Mortgagor shall be entitled to collect and retain such rents and profits as they become payable out of the Property, but not anticipating the same or collecting any rent in advance of the time when the same shall become due.

2. Maintenance. Mortgagor will maintain the Property in good condition and repair and will not permit or allow waste thereof. Mortgagor will promptly repair or restore any portion 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 improvement or fixture or any other part of the Property and will not impair or diminish the Property without the express written consent of Mortgagee. Mortgagee shall be entitled to specific performance of the provisions of this paragraph.

3. Insurance. Mortgagor will keep all improvements and fixtures which are 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, lightning, windstorm, hail and earthquake. 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 by either the insurer or the insured without at least ten (10) days prior written notice to Mortgagee. Mortgagor hereby assigns to Mortgagee the right to collect and receive any indemnity payment otherwise owed to Mortgagor upon any policy of insurance insuring any portion of the Property, regardless of whether Mortgagee is named in such policy as a person entitled to collect upon the same. Any indemnity payment received by Mortgagee from any such policy of insurance may, at the option of Mortgagee, (i) be applied by Mortgagee to payment of any sum secured by this Mortgage in such order as Mortgagee may determine or (ii) be applied in a manner determined by Mortgagee to the replacement, repair or restoration of the portion of the Property damaged or destroyed 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 any indemnity payment applied to replacement, repair or restoration of any portion of the Property or released to Mortgagor shall be deemed a payment against any sums secured by this Mortgage. Mortgagor will keep the Property continuously insured as herein required and will deliver to Mortgagee the original of each policy of insurance required hereby. Mortgagor will pay each premium coming due on any such policy of insurance and will deliver to Mortgagee proof of such payment at least ten (10) days prior to the date such premium would become overdue or delinquent. Upon the expiration or termination of any such policy of insurance, Mortgagor will furnish to Mortgagee at least ten (10) days prior to such expiration or termination the original of a renewal or replacement policy of insurance meeting the requirements hereof. If Mortgagor fails to insure the Property as herein required, Mortgagee may after giving ten (10) days written notice to Mortgagor so insure the Property in the name of Mortgagor or in the name of Mortgagee or both, and the premiums for any such insurance obtained by Mortgagee shall be the obligation of Mortgagor. Upon foreclosure of this Mortgage, all right, title and interest of Mortgagor in and to any policy of insurance upon the Property which is in the custody of Mortgagee, including the right to unearned premiums, shall vest in the purchaser of the Property at foreclosure sale and Mortgagor hereby appoints Mortgagee as the attorney-in-fact of Mortgagor to assign all right, title and interest of Mortgagor in and to any such policy of insurance to such purchaser. This appointment is coupled with an interest and shall be irrevocable.

4. Taxes and Assessments. Mortgagor will pay all taxes, assessments and other charges which constitute or are secured by a lien upon the Property and which shall be 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 to withhold payment and to contest the amount or validity of such tax, assessment or charge by appropriate legal proceedings if the same shall not cause the Property to be sold due to the pendency of such proceedings and Mortgagor shall at the option of Mortgagee furnish such security as may be required by Mortgagee to assure the payment of the same together with all interest and penalties thereon, should the same be determined due and owing.

5. Expenditures by Mortgagee. If Mortgagor fails to make any payment for maintenance 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 shall be secured by this Mortgage and have the same lien and priority as the original 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 lien and priority of this Mortgage. Mortgagor will 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 any indemnity payment applied to replacement, repair or restoration of any portion of the Property or 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 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 other term, covenant or agreement contained in this Mortgage or in any other agreement entered into between the Mortgagor and Mortgagee or otherwise pertaining to the mortgaged premises hereby secured, including the giving of notice by Mortgagee to Mortgagor to observe or perform the same; or

(d) Adjudication of Mortgagor as bankrupt, or the appointment by Mortgagor of an assignee for the benefit of creditors, insolvency or bankruptcy of Mortgagor, or the attachment of a receiver, trustee or sequestrator of the property of Mortgagor or for the sequestration or attachment of Mortgagor or for the [illegible] of Mortgagor or any proceeding by Mortgagor for any such relief or by any creditor of Mortgagor for any such relief not dismissed within [illegible] days.

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