

PROVIDED, HOWEVER, that if Mortgagor shall pay to Mortgagee the aforesaid debt or principal sum, including additional loans or advances, and all other sums payable by Mortgagor to Mortgagee hereunder and under the terms of the Note, together with interest thereon, and shall keep and perform each of the other covenants, conditions and agreements hereinafter set forth, then this Mortgage and the estate granted thereby shall become void and shall be released at Mortgagor's expense; otherwise, it shall remain in full force and effect.

And Mortgagor does covenant and agree with Mortgagee, so long as said Note shall remain unpaid in whole or in part, as follows:

First. To pay the principal and interest and all other sums secured hereby promptly as they become due according to the tenor of the aforesaid Note.

Second. To keep all the buildings and other improvements now or hereafter on said premises continuously insured against loss or damage by fire and those hazards included within the term "extended coverage", and such other hazards as Mortgagee from time to time may require, for such amounts and in such companies as may be satisfactory to Mortgagee; to the extent applicable, to continuously comply with the requirements of any co-insurance provisions of such insurance policies; to pay all insurance premiums when due and to deliver to Mortgagee the policy or policies and, 15 days before expiration of each policy, renewals thereof; and to keep each policy constantly assigned to Mortgagee under a form of mortgagee or loss payable clause approved by Mortgagee. If a greater amount of insurance is placed upon said improvements than the amount required by Mortgagee, Mortgagor shall deliver such policy or policies, and any renewals thereof, to Mortgagee and will keep each such policy constantly assigned to Mortgagee under an approved mortgagee or loss payable clause. In the event of loss or damage, Mortgagor will immediately notify Mortgagee and the avails of all fire and other hazard insurance or any part thereof may be applied, at the option of Mortgagee, to the indebtedness hereby secured. Mortgagee may make proof of loss and, at its option may apply for and be named sole payee of any proceeds. Upon foreclosure of this Mortgage or other acquisition of the premises or any part thereof by Mortgagee, said policies including all unearned premiums shall become the absolute property of Mortgagee, or of the purchaser at foreclosure.

Third. To keep all buildings and other improvements now or hereafter on said premises in good order and repair and in tenantable condition, without any liability of Mortgagee to any person for damages or failure to repair, or for any mechanics' or materialmen's lien for any repairs or improvements; to do or permit no waste or deterioration on said property; to remove or cause to be removed none of said buildings or other improvements without the written consent of Mortgagee; to comply with all laws, ordinances and regulations affecting such property or requiring any alterations or improvements to be made thereon; and to do any acts, all in a timely and proper manner, which, from the character or use of said property, may be reasonably necessary to protect and preserve said security. Mortgagee shall have the right to enter upon the mortgaged premises at any reasonable hour for the purpose of inspecting the order, condition and repair of the buildings and improvements erected thereon.

Fourth. To pay any and all claims which may become a lien upon or charge against the property hereby conveyed for repairs, or for improvements, or for any other purpose; and not to allow or permit any lien or liens to accrue and remain upon or against the said real estate, or improvements thereon, or either of them, which lien or liens might take precedence over or in any way impair the first and superior lien of this Mortgage.

Fifth. To assign to Mortgagee as sole payee all compensation, judgments, awards of damages and settlements hereafter made as a result or in lieu of any taking of the premises or any part thereof by reason of any condemnation or eminent domain proceeding, or for any damage (whether caused by such taking, tortiously or otherwise) to the premises or the improvements thereon, or any part thereof. Mortgagee may, after deducting all expenses, including attorney's fees, apply all such monies or any part thereof so received on the indebtedness hereby secured in such manner as it elects, or, at its option, release the entire amount or any part thereof. Such release shall in no way affect the priority of the lien herein created, nor shall any application of the monies so received to the indebtedness secured hereby either waive or cure any default which may have occurred hereunder.

Sixth. To cause to be properly and timely listed and to pay as soon as they may be due, collectible or payable all taxes, charges, assessments or other statutory liens of every kind and nature which may be levied, charged or imposed on the security property, or any part thereof or which might become a superior lien to that of this Mortgage, whether the same be for Federal, State, County, City or other purposes; and to deliver to Mortgagee, at least thirty days before the day fixed by law for the first interest or penalty to accrue thereon, the official receipt showing the payment of same. Mortgagor will also pay any and all taxes or charges upon the interest of Mortgagee herein, or upon this Mortgage, or upon the indebtedness, or other sums hereby secured to whomsoever assessed, including personal taxes, except where mortgagors are prohibited by statute from so doing.