

TO HAVE AND TO HOLD the lands hereinafter described unto MORTGAGOR, his heirs and assigns forever.

MORTGAGOR covenants that Mortgagee is lawfully seized of the Property in fee simple absolute and that Mortgagee has good right and is lawfully authorized to sell, convey or encumber the same, and that the Property is free and clear of all encumbrances except as expressly provided herein. Mortgagee further covenants to warrant and forever defend a and singular the Property unto Mortgagee and the successors or assigns of Mortgagee from and against Mortgagee and all persons whomsoever lawfully claiming the same or any part thereof.

PROVIDED ALWAYS, nevertheless, and it is the true intent and meaning of Mortgagee and Mortgagee that if Mortgagee pays or causes to be paid to Mortgagee the debt secured hereby, the estate hereby granted shall cease, terminate and be utterly null and void, otherwise said estate shall remain in full force and effect.

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

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, Mortgagee assigns to Mortgagee all rents and profits arising from the Property, provided, however, that so long as no Default as hereinafter defined has occurred, Mortgagee shall be entitled to collect and retain all such rents and profits as the sole property of Mortgagee without accounting to Mortgagee therefor.

2. Maintenance. Mortgagee will maintain the Property in good condition and repair and will neither permit nor allow waste thereof. Mortgagee 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. Mortgagee will not remove or demolish any improvement or fixture which is now or hereafter part of the Property and will not cut or remove any timber on the Property without the express written consent of Mortgagee. Mortgagee shall be entitled to specific performance of the provisions of this paragraph.

3. Insurance. Mortgagee 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 coverage is available, flood 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. Mortgagee hereby assigns to Mortgagee the right to collect and receive any indemnity payment otherwise owed to Mortgagee 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, be applied by Mortgagee to payment of any sum secured by this Mortgage, in such order as Mortgagee may determine or it be stored in a manner determined by Mortgagee to the replacement, repair or restoration of the portion of the Property damaged or destroyed or it be released to Mortgagee upon such conditions as Mortgagee may determine or it be used for any combination of the foregoing purposes. No portion of any indemnity payment which is applied to replacement, repair or restoration of any portion of the Property or which is released to Mortgagee shall be deemed a payment against any sum secured by this Mortgage. Mortgagee will keep the Property continuously insured as herein required and will deliver to Mortgagee the original of each policy of insurance required hereby. Mortgagee will pay each premium on such policy of insurance and will deliver to Mortgagee a printed copy of such policy at least ten (10) days prior to the date such premium is due or becomes overdue or delinquent. Upon the expiration or termination of any such policy of insurance, Mortgagee will advise Mortgagee at least ten (10) days prior to such expiration or termination of the expiration or termination of such policy of insurance and will advise Mortgagee of the requirements hereof. If Mortgagee fails to insure the Property as herein required, Mortgagee may, at any time and from time to time, cause Mortgagee to insure the Property in the name of Mortgagee or in the name of Mortgagee or both, and the premiums for any such insurance obtained by Mortgagee shall be the obligation of Mortgagee, and the proceeds of such insurance shall be and interest of Mortgagee and to any portion of the same shall be subject to the custody of Mortgagee, including the right to unearned premiums, and the interest on the purchase of the Property, and Mortgagee hereby appoints Mortgagee as the attorney in fact of Mortgagee to execute all rights and interests of Mortgagee and to any such policy of insurance to such extent as may be necessary to carry out the intent and purpose of this paragraph.

4. Taxes and Assessments. Mortgagee will pay all taxes, assessments and other charges which constitute or are required by law upon the Property, which are levied or assessed against the Property, and will deliver to Mortgagee proof of payment of the same not later than ten (10) days prior to the date the same are levied or assessed, provided, however, that Mortgagee shall be entitled to appropriate and to pay the same out of the proceeds of any sale of the Property, and that no such tax, assessment or charge shall constitute a lien or charge upon the Property until the same have been paid out of the proceeds of such sale, and that Mortgagee and Mortgagee agree that with the authority of the law, all taxes, assessments and other charges payable or with Mortgagee or otherwise payable, for payment of the same together with interest thereon, shall be a first lien in priority to all other liens on the Property determined by law and equity.

5. Expenditures by Mortgagee. Mortgagee will pay all expenses, including the cost of the Property, for the improvement, maintenance, repair, and other expenses which are incurred by Mortgagee, and will deliver to Mortgagee proof of payment of the same not later than ten (10) days prior to the date the same are incurred, provided, however, that Mortgagee shall be entitled to appropriate and to pay the same out of the proceeds of any sale of the Property, and that no such expense shall constitute a lien or charge upon the Property until the same have been paid out of the proceeds of such sale, and that Mortgagee and Mortgagee agree that with the authority of the law, all expenses payable or with Mortgagee or otherwise payable, for payment of the same together with interest thereon, shall be a first lien in priority to all other liens on the Property determined by law and equity.

6. Condemnation. Mortgagee shall be entitled to the proceeds of any condemnation or other proceeding in which the Property is taken or otherwise acquired by a governmental authority, and will deliver to Mortgagee proof of payment of the same not later than ten (10) days prior to the date the same are taken or otherwise acquired, provided, however, that Mortgagee shall be entitled to appropriate and to pay the same out of the proceeds of any sale of the Property, and that no such proceeds shall constitute a lien or charge upon the Property until the same have been paid out of the proceeds of such sale, and that Mortgagee and Mortgagee agree that with the authority of the law, all proceeds payable or with Mortgagee or otherwise payable, for payment of the same together with interest thereon, shall be a first lien in priority to all other liens on the Property determined by law and equity.

7. Transfer. Any assignment of the Mortgagee to a third party shall be void and of no effect unless the same is made in writing and is subject to the approval of Mortgagee. Mortgagee shall be notified in writing of any such assignment and will be entitled to approve or disapprove the same. Mortgagee shall be entitled to require the assignee to execute a new mortgage in favor of Mortgagee and to pay the costs of such assignment. Mortgagee shall be entitled to require the assignee to pay to Mortgagee the amount of any sum secured by this Mortgage, in such order as Mortgagee may determine or it be stored in a manner determined by Mortgagee to the replacement, repair or restoration of the portion of the Property damaged or destroyed or it be released to Mortgagee upon such conditions as Mortgagee may determine or it be used for any combination of the foregoing purposes.

8. Default. The occurrence of any of the events hereinafter set forth shall constitute a Default under this Mortgage:

(a) Failure of Mortgagee to pay any sum secured hereby when the same is due and payable; or

(b) Failure of Mortgagee to pay any sum secured hereby when the same is due and payable; or

(c) Failure of Mortgagee to pay any sum secured hereby when the same is due and payable; or

(d) Failure of Mortgagee to pay any sum secured hereby when the same is due and payable; or

(e) Failure of Mortgagee to pay any sum secured hereby when the same is due and payable; or

(f) Failure of Mortgagee to pay any sum secured hereby when the same is due and payable; or

(g) Failure of Mortgagee to pay any sum secured hereby when the same is due and payable; or

(h) Failure of Mortgagee to pay any sum secured hereby when the same is due and payable; or

(i) Failure of Mortgagee to pay any sum secured hereby when the same is due and payable; or

(j) Failure of Mortgagee to pay any sum secured hereby when the same is due and payable; or

(k) Failure of Mortgagee to pay any sum secured hereby when the same is due and payable; or

(l) Failure of Mortgagee to pay any sum secured hereby when the same is due and payable; or

(m) Failure of Mortgagee to pay any sum secured hereby when the same is due and payable; or

(n) Failure of Mortgagee to pay any sum secured hereby when the same is due and payable; or

(o) Failure of Mortgagee to pay any sum secured hereby when the same is due and payable; or

(p) Failure of Mortgagee to pay any sum secured hereby when the same is due and payable; or

(q) Failure of Mortgagee to pay any sum secured hereby when the same is due and payable; or

(r) Failure of Mortgagee to pay any sum secured hereby when the same is due and payable; or

(s) Failure of Mortgagee to pay any sum secured hereby when the same is due and payable; or

(t) Failure of Mortgagee to pay any sum secured hereby when the same is due and payable; or

(u) Failure of Mortgagee to pay any sum secured hereby when the same is due and payable; or

(v) Failure of Mortgagee to pay any sum secured hereby when the same is due and payable; or

(w) Failure of Mortgagee to pay any sum secured hereby when the same is due and payable; or

(x) Failure of Mortgagee to pay any sum secured hereby when the same is due and payable; or

(y) Failure of Mortgagee to pay any sum secured hereby when the same is due and payable; or

(z) Failure of Mortgagee to pay any sum secured hereby when the same is due and payable; or

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