

and satisfied, the estate hereby granted shall cease, determine and be utterly null and void; otherwise to remain in full force and effect.

3. If any of the sums of money payable under or secured by this mortgage be not fully paid when the same become due and payable or if an Event of Default shall otherwise occur under the terms and provisions contained herein and in the said promissory note, then in any and each such event, the aggregate sum secured hereby, except unearned interest, shall, at the option of the Mortgagee, become due and payable immediately as fully and completely as if originally stipulated then to be paid; and thereupon, or thereafter, at the option of Mortgagee, without notice or demand, suit at law or in equity, theretofore or thereafter begun, may be prosecuted as if all sums hereby secured and matured prior to its institution.

4. That it shall keep the premises in good condition and repair, reasonable wear and tear excepted; shall not permit nor perform any act which would in any way impair the value of the premises; shall not remove a fixture nor remove or demolish any building or improvement located on the above described land without the written consent of Mortgagee; shall neither commit or permit waste on the premises, except that, with respect to fixtures, no consent shall be required if the fixture is replaced with another of equal or greater value.

5. That it shall pay and discharge as the same become due all taxes, assessments and special assessments that may accrue, be levied, or assessed upon the premises or any part thereof, or which may be or become a lien prior to this mortgage or have priority in payment to the debt secured hereby, or which may accrue or be levied upon the Mortgagee's interest therein or upon this mortgage or the indebtedness or evidence of indebtedness secured hereby, without regard to any law heretofore or hereafter enacted imposing payment of the whole or any part thereof upon the Mortgagee; upon the passage of any law imposing the payment of the whole or any part thereof upon Mortgagee or upon the rendering by any appellate court of competent jurisdiction of a decision that the undertaking by Mortgagor to pay such taxes is legally inoperative, then the indebtedness hereby secured without deduction shall, at the option of Mortgagee, become immediately due and payable, notwithstanding anything contained in this mortgage or any law heretofore or hereafter enacted; and Mortgagor shall not suffer or permit any such taxes or assessments on the premises, or which may be or become a lien on the said premises, to become or remain delinquent or permit any part thereof or any interest therein to be sold for any taxes or assessments; and further, Mortgagor shall furnish annually to Mortgagee, prior to the date when they would become delinquent, certificates or receipts of the proper officer showing full payment of all such taxes and assessments; provided, however, that Mortgagor may in good faith at its own expense contest any such tax or assessment in a manner provided by law, provided that such proceeding operates to prevent the enforcement of a lien or forfeiture of the premises or any part thereof.

0 3 7 8

4328 RV.2