

and not to violate nor suffer the violation of the covenants and agreements, if any, of record against the mortgaged premises.

4. To pay as and when the same shall become due and before same shall become delinquent or any penalty attached thereto for nonpayment, all taxes, assessments and charges of every nature and to whomsoever assessed that may now or hereafter be levied or assessed upon the mortgaged premises or any part thereof, upon the rents, issues, income or profits thereof, upon the lien or estate hereby created, whether any or all of said taxes, assessments or charges be levied directly or indirectly or as excise taxes or as income taxes, and to submit to the Mortgagee such evidence of the due and punctual payment of such taxes, etc. as the Mortgagee may require.

5. That if the Mortgagor shall neglect or refuse to keep in good repair the property referred to in paragraph (2), to replace the same as therein agreed, to maintain and pay the premiums for insurance which may be required under paragraph (2) or to pay and discharge all taxes of whatsoever nature, assessments and charges of every nature and to whomsoever assessed, as provided for in paragraph (4), 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, together with interest thereon at the rate of twelve per cent (12%) 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 hereby, and the same may be collected as a part of the principal debt in any suit hereon or upon the note; or the Mortgagee by payment of any tax, assessment or charge, may, if it sees fit, be ipso facto subrogated to the rights of the State, County, City 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.

6. The Mortgagor agrees that any and all awards heretofore made and hereafter to be made to the present and all subsequent owners of the premises covered by this mortgage by reason of the exercise of the right of eminent domain, by any one or any authority having such right, including any award or awards, whether for a taking of title or possession, and any award or awards for any change or changes of grade of streets affecting such 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 or awards from the authorities or parties making the same, and to give proper receipts and acquittances therefor, and may, at the Mortgagee's election (1) apply the same or any part thereof upon indebtedness secured hereby, whether such indebtedness then be matured or unmatured; (2) use the same or any part thereof to fulfill any of the covenants contained herein as the Mortgagee may determine; (3) use the same or any part thereof to replace or restore the property to a condition satisfactory to the Mortgagee; or (4) release the same or any part thereof to the Mortgagor; and the Mortgagor hereby covenants and agrees to and with the Mortgagee, upon request by the Mortgagee, to make, execute and deliver any and all assignments and other instruments sufficient for the purpose of assigning the aforesaid award or awards to the Mortgagee, free, clear and discharged of any and all encumbrances of any kind and nature whatsoever.

7. That if any action or proceeding be commenced excepting an action to foreclose this mortgage or to collect the indebtedness hereby secured, to which action or proceeding the Mortgagee is made a party by reason of the execution of this mortgage or the note which it secures, or to which the Mortgagee deems it necessary to defend, uphold, or assert the lien of this mortgage or the priority thereof or possession of said premises, all sums paid by the Mortgagee for expenses, including attorneys' fees, incurred in any such action or proceeding shall be repaid by the Mortgagor,

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