

reasonably require from time to time.

7. Mortgagors shall furnish evidence of title to the premises satisfactory to mortgagee as it shall require from time to time. If mortgagors fail to provide the same as required, mortgagee may provide the same and the cost thereof shall be added to the sum secured by this mortgage and shall bear the same rate of interest.

8. If foreclosure proceedings are commenced by any other holders of liens affecting the mortgaged premises, such other foreclosure proceedings shall be a default in the terms of this mortgage.

9. If any part of the mortgaged premises is taken under power of eminent domain or condemnation, the entire proceeds of the award shall be paid directly to Mortgagee and applied to the indebtedness secured by this mortgage in any manner mortgagee deems appropriate. Mortgagors shall not accept any such award or settlement without the consent of mortgagee, and the check paying said award shall be made payable to mortgagors, or their successors in title, if any, and mortgagee.

10. If any law, ordinance or regulation shall impose a tax or assessment on mortgages or indebtedness secured by mortgages, mortgagors shall promptly pay such tax or assessment, or such portion thereof as will not render this instrument usurious.

11. ~~Proceedings to foreclose this mortgage by or for the benefit of mortgagee shall be taken by mortgagee, in addition to the other costs and charges, the maximum amount permitted by law. If proceedings to foreclose this mortgage are taken by Court action, mortgagors shall pay to mortgagee such costs and attorney fee as shall be allowed by the Court. Upon default in the terms and conditions of this mortgage, or the note secured by this mortgage, or in the terms and conditions of any other indebtedness secured by this mortgage, the mortgagors do hereby authorize the mortgagee to grant, bargain, or sell the premises at public vendue and make delivery to the purchaser, his or her heirs or assigns, good, ample and sufficient deed or deeds at law pursuant to the statute in such case made and provided, rendering the surplus moneys, if any, to the mortgagors, their heirs, personal representatives or successors if a business entity, after deducting all sums due under the terms of this mortgage to mortgagee, including expenses of foreclosure as set forth above.~~

12. If the mortgagors are a single person or entity all references herein in the plural shall be considered to be written in the singular. All liability herein shall be joint and several if there is more than one mortgagor.

IN WITNESS WHEREOF, the mortgagors have signed and sealed this mortgage on the date first above written.

Signed, sealed and delivered
in the presence of:

Carl Mueller
.....
.....
.....

FABRI-KAL CORPORATION

BY: *Roger A. Leung* (L.S.)

ITS: *Treasurer* (L.S.)

(L.S.)

(L.S.)

(L.S.)

(L.S.)

STATE OF MICHIGAN } ss.
COUNTY OF

The foregoing instrument was acknowledged before me this day of, 19....., by

Notary Public

..... County, Michigan

My Commission expires:

THIS INSTRUMENT DRAFTED BY:
William A. Dornbos, Esq.
ADAMS, BURGIE, SCOTT,
RITTER & DORNBOS, P.C.
Suite 201, 119 N. Church Street
Kalamazoo, Michigan 49006

STATE OF MICHIGAN } ss.
COUNTY OF

The foregoing instrument was acknowledged before me this , 19....., by

of a
corporation, on behalf of the corporation.

Notary Public

..... County, Michigan

My Commission expires:

(CONTINUED ON NEXT PAGE)

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