

secured by this Mortgage; provided, however, notwithstanding the option of the Mortgagee to apply the proceeds to said indebtedness, if the building is partially or wholly destroyed at such time or under such conditions as to require Mortgagor to restore the building under the terms of any lease between the Mortgagor and a third party, provided that lease is not terminated by either party thereto or by its terms, the proceeds may be held by the Mortgagee and disbursed for the rebuilding, reconditioning, and repairing of the aforesaid premises. If the insurance proceeds in the hands of the Mortgagee shall be insufficient to pay the entire cost of such work, the Mortgagor agrees to pay to the Mortgagee the amount of any deficiency promptly on demand and such sum shall be held and paid out by the Mortgagee under the provisions hereunder.

4. In addition to the insurance required in paragraph 3 hereof, the Mortgagor also agrees to obtain or maintain general liability insurance, including bodily injury and property damage coverage in amounts agreed to in writing between the Mortgagor and Mortgagee.

5. That it will keep all improvements now existing or hereafter erected in good repair and, in the case of a construction loan, that it will continue construction until completion without interruption, and should it fail to do so, the Mortgagee may, at its option, enter upon said premises, make whatever repairs are necessary, including the completion of any construction work, and charge the expenses for such repairs or the completion of such construction to the mortgage debt;

6. That it will pay, when due, all taxes, public assessments, and other governmental or municipal charges, fines, or other impositions against the mortgaged premises; and, on the failure of the Mortgagor to pay all taxes, insurance premiums and public assessments, the Mortgagee may at its option pay said items and charge all advances therefor to the mortgage debt.

7. That it will comply with all governmental and municipal laws and regulations affecting the mortgaged premises;

8. If there is a default in any of the terms, conditions or covenants of this mortgage or of the note secured hereby, then, at the option of the Mortgagee, all sums then owing by the Mortgagor to the Mortgagee shall become immediately due and payable, and this mortgage may be foreclosed. Should any legal proceedings be instituted for the foreclosure of this mortgage, or should the Mortgagee become a party to any suit involving this Mortgage or the title to the premises described herein, or should the debts secured hereby or any part thereof be placed in the hands of an attorney at law for collection by suit or otherwise, all costs and expenses incurred by the Mortgagee, and a reasonable attorney's fee, shall thereupon become due and payable immediately or on demand, at the option of the Mortgagee, as a part of the debt secured hereby, and may be recovered and collected hereunder.

9. Mortgagor further agrees that it shall be considered in default of this mortgage if it becomes insolvent or makes an assignment for the benefit of creditors, or files a petition in bankruptcy, or any adjudicated bankrupt or if a receiver is appointed for Mortgagor or if the mortgaged premises shall be sold on judgment or execution processed by any sheriff or marshal or constable or other proper legal officer.

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