

all of the provisions hereof. Upon payment in full of the secured indebtedness, the amount of any unused credit shall be paid over to the then owner of record.

2.5 Insurance Coverages. (a) Mortgagor will keep the Improvements insured on a full restoration or replacement cost basis (with full replacement cost endorsement) for the benefit of Mortgagee against all risks, including but not limited to loss or damage by fire, lightening, windstorm, hail, explosion, riot, riot attending a strike, civil commotion, aircraft, earthquake, vehicles and smoke and (as, when and to the extent insurance against war risks is obtainable from the United States of America or any agency thereof) against war risks, rental or business interruption coverage, and full contents coverage on the Personal Property as required by Mortgagee, all in amounts approved by Mortgagee, and when and to the extent required by Mortgagee, against any other risk including Public Liability and Property Damage coverage if required under the terms of any leases; that all insurance herein provided for shall be in form and content and be issued by carriers approved by Mortgagee; Mortgagor will also carry boiler insurance if equipment of such nature is located on the Premises and will also carry flood insurance in accordance with the provisions of the Flood Disaster Protection Act of 1973 (or any replacement or similar legislation) if the area in which the premises is situated is designated as "flood prone," "a flood risk area," "within a flood plain" or similar designation so as to require flood insurance protection. If the Premises is not subject to flood hazards, Mortgagor agrees to furnish evidence to that effect to Mortgagee, at the Mortgagee's option; that Mortgagor will assign and deliver to the Mortgagee all policies of insurance which insure against any loss or damage to the Premises as collateral and further security for the payment of the money secured by this Mortgage, with loss payable to the Mortgagee pursuant to the New York Standard (or other mortgagee clause satisfactory to Mortgagee) without contribution; if Mortgagor defaults in so insuring the Premises or in so assigning and delivering the policies, Mortgagee may at its option (but without any obligation so to do) effect such insurance from year to year and pay the premiums therefor, and Mortgagor will reimburse Mortgagee for any premiums so paid, with interest at the highest lawful rate from the time of payment, on demand, and at the same shall be secured by this Mortgage; Mortgagee, upon receipt of any money for loss or damage pursuant to such insurance, may, at its option, retain and apply such monies toward payment of the monies secured by this Mortgage, or pay such monies in whole or in part to Mortgagor for the repair or restoration of said Improvements or for the erection of new Improvements in their place, or for any other purpose or object satisfactory to Mortgagee, but Mortgagee shall not be obligated to see to the proper application of any amount paid over to Mortgagor; (b) not less than ten (10) days prior to the expiration dates of each policy required of Mortgagor pursuant to this paragraph, Mortgagor will deliver to Mortgagee a paid renewal policy and (c) in the event of a foreclosure of this Mortgage or deed in lieu of foreclosure or other transfer of title to the Premises in extinguishment, in whole or in part, of the indebtedness secured hereby, all right, title and interest of Mortgagor in and to all policies of insurance on the Premises, including any right to unearned premiums, are hereby assigned to and shall inure to the benefit of Mortgagee or purchaser of the Premises. Mortgagor shall not take out separate insurance concurrent in form or contributing in the event of loss with that required to be maintained hereunder unless Mortgagee is included thereon under a standard mortgage clause acceptable to Mortgagee. Mortgagor shall immediately notify Mortgagee whenever any such

0717

4328 RV-21