

TOGETHER WITH all rights, title and interest of Mortgagor, if any, now owned or hereafter acquired, in and to any land lying in the bed of any street, road or avenue, open or proposed, in front of or adjoining said premises to the center line thereof (the real estate, buildings, improvements, rights, titles and interests hereby granted, conveyed, bargained, sold and mortgaged to Mortgagee being hereinafter collectively called the "Premises").

TO HAVE AND TO HOLD the Premises unto the Mortgagee, its successors and assigns.

THE MORTGAGOR hereby represents and warrants to and covenants and agrees with the Mortgagee as follows:

1. Mortgagor is lawfully seized and is the owner of the Premises; the Premises are free from liens, claims, restrictions or encumbrances except for such liens, claims, restrictions or encumbrances as are listed as exceptions on the title policy insuring the lien of this Mortgage, or otherwise approved by Mortgagee in writing.

2. Mortgagor warrants that it has good right and power to convey and mortgage the Premises, and to execute and deliver this Mortgage and the Note and does hereby warrant that it will forever defend the Premises against the claims of all persons whomsoever.

3. Mortgagor will pay all sums secured hereby when due.

4. Mortgagor will pay, when due, all real estate taxes, assessments, utility charges and governmental charges of every type or nature levied or assessed against all or any part of the Premises and any claim, lien or encumbrance against all or any part of the Premises which may be or become prior to the lien of this Mortgage and shall produce to Mortgagee all receipts or other satisfactory evidence of such payments within thirty (30) days after payment. If any of such items shall not be paid, Mortgagee shall have the right to pay the same and add the amount so paid to the principal sums secured hereby with interest thereon at the Default Rate (as hereinafter defined) until paid. In event of enactment of any law deducting from the value of the Premises for the purpose of taxation, any lien thereon or imposing payment of all or any portion of any such taxes upon Mortgagee, or the rendering by any court of competent jurisdiction of a decision that the undertaking by Mortgagor, as herein provided, to pay such tax or taxes is legally inoperative, then, all sums hereby secured, without any deduction, shall, at the option of Mortgagee, become immediately due and payable, notwithstanding anything contained herein or any law heretofore or hereafter enacted.

5. Mortgagor shall upon written request of Mortgagee make monthly deposits with Mortgagee, in a non-interest bearing account, together with and in addition to interest and principal, of a sum equal to one-twelfth of the yearly taxes and assessments which may be levied against the Premises, and (if so required) one-twelfth of the yearly premiums for insurance thereon. Such deposits shall not be deemed to be trust funds but may be commingled with general funds of the Mortgagee. The amount of such taxes, assessments and premiums, when unknown, shall be estimated by Mortgagee. Such deposits shall be used by Mortgagee to pay such taxes, assessments and premiums when due; however, Mortgagee shall be under no obligation to pay any such charges unless there is on deposit sufficient funds to pay such charges when due, provided, however, that mortgagee will not require an escrow under this paragraph unless a default in the payment of taxes occurs.

Any insufficiency of such account to pay such charges when due shall be paid by Mortgagor to Mortgagee on demand. In the event the Mortgagor shall for any reason fail to pay such additional monies as are necessary to enable the Mortgagee to pay the foregoing items when the same become due, the Mortgagee, if it so elects, may pay the foregoing items by advancing such additional monies as are necessary, and such additional monies so advanced by Mortgagee shall become immediately due and payable with interest at the

1632

1632