

procure such insurance and add the premium paid to the Indebtedness and the amount so added shall thereafter be fully secured by this Mortgage, shall be immediately due and payable by mortgagor. Mortgagee shall have the right to collect, receive and receipt in the name of mortgagor for any and all monies that may become payable and collectable upon such policy or policies and apply the same less the reasonable expense of collecting same, as a credit on the Indebtedness and all Obligations notwithstanding that such Indebtedness or other Obligations may not be due according to the terms thereof.

i) Restoration Following Casualty.

In the event of the happening of any casualty, of any kind or nature, ordinary or extraordinary, foreseen or unforeseen (including any casualty for which insurance was not obtained or obtainable), resulting in damage to or destruction of the Mortgaged Property or any part thereof, mortgagor will give notice thereof to mortgagee and mortgagor will promptly at mortgagor's sole cost and expense, whether or not the insurance proceeds, if any, shall be sufficient for the purpose, commence, and diligently continue, to restore, repair, replace and rebuild the Mortgaged Property. If the insurance proceeds are deemed insufficient by mortgagee to repair or rebuild the Mortgaged Property then mortgagor must deposit with mortgagee, at mortgagee's option, such additional monies which shall, when added to the net insurance proceeds be sufficient to repair and rebuild the Mortgaged Property and pay all costs and expenses connected therewith. The monies so deposited shall be utilized to repair and rebuild prior to the utilization of the net insurance proceeds.

j) Performance of Other Agreements.

Mortgagor will not violate any of the terms, provisions, covenants, agreements or restrictions and will timely comply with, abide by and perform all of the terms, agreements, obligations, covenants, restrictions and warranties binding upon it under lease, easement, or any junior, subordinated or senior mortgage, other lien on the Mortgaged Property (without hereby implying mortgagee's consent to any such junior, subordinated or senior mortgage, or other lien), or other agreement to which it is or is not a party with respect to or affecting the Mortgaged Property or any part thereof. In the event a default shall occur under any such other agreement, mortgagor shall give mortgagee written notice thereof within five (5) business days of such default.

k) Inspection.

Mortgagor will permit mortgagee and its agents to inspect the Mortgaged Property at all reasonable times.

l) Hold Harmless.

Mortgagor shall save mortgagee harmless from all costs and expenses, including reasonable attorneys' fees, and costs of a title search, continuation of abstract and preparation of survey, incurred by reason of any action, suit, proceeding, hearing, motion and/or application before any court or administrative body in and to which mortgagee may be or become a party by reason of this Mortgage, including but not limited to condemnation, bankruptcy, mechanics' and/or materialmen's liens, and administrative proceedings, as well as any other of the foregoing

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