

secured by this Mortgage in such order as Mortgagee may determine or (ii) be applied in a manner determined by Mortgagee to the replacement, repair or restoration of the portion of the Property damaged or destroyed or (iii) be released to Mortgages upon such conditions as Mortgagee may determine or (iv) be used for any combination of the foregoing purposes. No portion of any indemnity payment which is applied to replacement, repair or restoration of any portion of the Property or which is released to Mortgages shall be deemed a payment against any sums secured by this Mortgage. Mortgages will keep the Property continuously insured as herein required and will deliver to Mortgagee the original of each policy of insurance required hereby. Mortgages will pay each premium coming due on any such policy of insurance and will deliver to Mortgagee proof of such payment at least ten (10) days prior to the date such premium would become overdue or delinquent. Upon the expiration or termination of any such policy of insurance, Mortgages will furnish to Mortgagee at least ten (10) days prior to such expiration or termination the original of a renewal or replacement policy of insurance meeting the requirements thereof. If Mortgages fail to insure the Property as herein required, Mortgagee may after giving ten (10) days written notice to Mortgages so insure the Property in the name of Mortgages or in the name of Mortgagee or both, and the premiums for any such insurance obtained by Mortgagee shall be the obligation of Mortgages. Upon foreclosure of this Mortgage, all right, title and interest of Mortgages in and to any policy of insurance upon the Property which is in the custody of Mortgagee, including the right to unearned premiums shall vest in the purchaser of the Property at foreclosure, and Mortgages hereby appoint Mortgagee as the attorney-in-fact of Mortgages to assign all right, title and interest of Mortgages in and to any such policy of insurance to such purchaser. This appointment is coupled with an interest and shall be irrevocable.

4. TAXES AND ASSESSMENTS. Mortgages will pay all taxes, assessments and other charges which constitute or are secured by a lien upon the Property which is superior to the lien of this Mortgage and will deliver to Mortgagee proof of payment of the same not less than ten (10) days prior to the date the same becomes delinquent; provided, however, that so long as the collection of the same by foreclosure of the lien upon the Property is stayed during the pendency of such proceedings and Mortgages deposit with the authority to which such tax, assessment or charge is payable or with Mortgagee appropriate security for payment of the same, together with any applicable interest and penalties, should the same be determined due and owing.

5. EXPENDITURES BY MORTGAGEE. If Mortgages fail to make payment for restoration or repair of the Property, for insurance premiums or for taxes, assessments or other charges as required in this Mortgage, Mortgagee may, but shall not be obligated to, pay for the same, and any such payment by Mortgagee will be secured by this Mortgage and have the same rank and priority as the principal debt secured hereby and bear interest from the date of payment at the legal rate. Payments made for taxes by Mortgagee shall be a first lien on the Property to the extent of the taxes so paid with interest from the date of payment, regardless of the rank and priority of this Mortgage. Mortgages shall pay to Mortgagee in cash on demand an amount equal to any payment made by Mortgagee pursuant to this paragraph plus interest thereon as herein provided.

6. CONDEMNATION. Mortgagee shall be entitled to be made a party to and to participate in any proceeding, whether formal or informal, for condemnation or acquisition pursuant to power or eminent domain of any portion of the Property. Mortgages hereby assign to Mortgagee the right to collect and receive any