

(5) To keep the mortgaged premises and all buildings and other improvements thereon in good condition and repair; to comply with all laws, ordinances, and regulations of all public authorities relating to the mortgaged premises; not to suffer any waste to be committed thereon; and not to remove, demolish, or alter any buildings thereon or any of the mortgaged property situated thereon without the consent of the Mortgagee.

(6) Not to convey the mortgaged premises by deed, land contract or other instrument, nor to further mortgage said premises without the written consent of Mortgagee, and in the event of a violation of this provision, Mortgagee may, at its option, declare the entire mortgage balance due and payable forthwith and institute foreclosure proceedings. Further, in the event that the ownership of said property, or any part thereof, becomes vested in a person other than the Mortgagor(s), the Mortgagee may, without notice to the Mortgagor(s), deal with such successor or successors in interest with reference to this mortgage and the debt hereby secured, in the same manner as with the Mortgagor(s) and may forbear to sue or may extend time for payment of the debt secured hereby, without discharging or in any way affecting the liability of the Mortgagor(s) hereunder or the debt hereby secured.

(7) That in the event of a failure of the Mortgagor(s) to perform any of the covenants herein provided, Mortgagee may, on Mortgagor(s)' behalf, do everything so covenanted; that Mortgagor(s) will repay, upon demand, any monies paid or disbursed by Mortgagee for any of the above purposes, and such monies, together with interest thereon at the highest rate permissible by law, shall become additional indebtedness secured by this mortgage with the same priority as the original indebtedness, and may be included in any decree foreclosing this mortgage and be paid out of the rents or proceeds of sale of said premises, if not otherwise paid; that it shall not be obligatory upon the Mortgagee to inquire into the validity of any lien, encumbrance, or claim in advancing monies as above authorized, but nothing herein contained shall be construed as requiring the Mortgagee to advance any monies for any purpose nor to do any act hereunder; and the Mortgagee shall not incur any personal liability because of anything it may do or omit to do hereunder.

(8) That in the event of non-payment at maturity of any of the installments of the debt herein secured, according to the terms and conditions of the note referred to herein or any extension or renewal thereof, interest shall then be computed and due on all unpaid principal at the highest rate permitted by law from the date of the default until paid.

(9) That in case the mortgaged property or any part thereof shall be taken by condemnation, the Mortgagee is hereby empowered to collect and receive all compensation which may be paid for any property taken, or for damages for any property not taken, and all condemnation money so received shall be forthwith applied by the Mortgagee, at its option, to the immediate reduction of the indebtedness secured hereby, or to the repair and restoration of any property so damaged, provided that any excess over the amount of the indebtedness shall be delivered to the Mortgagor(s).

(10) To maintain a policy or policies of life insurance upon the life (lives) of the Mortgagor(s) in the sum of \$ ~~1000~~ required by the Mortgagee as a condition of this loan, and such insurance, to the extent of the unpaid principal balance of the loan secured by this mortgage, is hereby assigned to the Mortgagee as additional collateral for said loan.

(11) Mortgagor(s) will observe and perform all covenants, conditions, and agreements contained in any lease or leases now or hereafter affecting the premises, or any portion thereof, on the part of Mortgagor(s) to be observed and performed. If Mortgagor(s) shall default in the performance of any of the terms, covenants, conditions, or obligations imposed upon Mortgagor(s) by any such lease or leases, which default would give the lessee or lessees the right to terminate or cancel the said lease or leases or make monetary advances and offset the same against future rentals, then, at the option of Mortgagee, the whole of the indebtedness secured by this mortgage, including all advances and payments by Mortgagee hereunder, shall become immediately due, payable, and collectible by foreclosure, or otherwise, without notice or demand. Mortgagor(s) will not amend, cancel, abridge, terminate, or otherwise modify any existing or future lease of the said premises, or any part thereof, or enter into any new lease, lease renewal, or extension, or accept any prepayment of rent or installments of rent for more than one month in advance, without the prior written consent of Mortgagee. Mortgagor(s), upon request, from time to time, will furnish to Mortgagee a statement in such reasonable detail as Mortgagee may request, certified by Mortgagor(s), of all leases relating to the premises; and, on demand, Mortgagor(s) will furnish to Mortgagee executed counterparts of any and all such leases.

(12) With respect to the said premises and the operations thereof, Mortgagor(s) will keep or cause to be kept proper books of record and account in accordance with generally accepted accounting principles consistently applied. Mortgagee shall have the right to examine the said books of record and account at such reasonable times and intervals as Mortgagee may elect. Mortgagor(s) will furnish to the Mortgagee within ninety (90) days after the end of each fiscal year of Mortgagor(s), a statement of income and surplus of Mortgagor(s) for such fiscal year, in reasonable detail and stating in comparative form the figures as of the end of and for the previous fiscal year, including statements of income and expense relating to operations of the premises, certified as to correctness by an accountant acceptable to the Mortgagee and certified to by Mortgagor(s). In addition, Mortgagor(s) will furnish to Mortgagee such interim financial statements, as Mortgagee may request, certified by Mortgagor(s) in such form as may be acceptable to Mortgagee.

(13) Mortgagor(s) will not make, suffer, or permit, without the written consent of the Mortgagee any purchase or conditional sale, lease or agreement, under which title is reserved in the vendor, of any fixtures, apparatus, machinery, equipment, or personal property to be placed in or upon any of the buildings or improvements on the mortgaged premises. Mortgagor(s) will execute and deliver, from time to time, such further instruments as may be requested by Mortgagee to confirm the lien of this mortgage on any fixtures, machinery, apparatus, and equipment described herein.

(14) That in case of default in the payment of any of the sums of money herein provided, or provided in the note for which this mortgage is security, or in the performance of any of the covenants or agreements herein contained, then, at the option of the said Mortgagee, its successors and assigns, and without notice to said Mortgagor(s), or the representatives and assigns of the Mortgagor(s), said Mortgagee, its successors and assigns, as agent for said Mortgagor(s) or the representatives or assigns of said Mortgagor(s), may ask, demand, elect, and receive all the rents and profits of the mortgaged premises as then or may thereafter be due or owing to said Mortgagor(s), or the representatives or assigns of the Mortgagor(s), giving notice of its intention to collect and receive such rents to such tenants, occupiers or lessees of said mortgaged premises, and applying the same upon the amount due hereunder; and in such event, said Mortgagor(s), or the representatives or assigns of the Mortgagor(s), shall be deemed to have assigned and transferred such rents and profits to said Mortgagee, its successors and assigns, as additional security for the performance of the covenants of this mortgage, until the indebtedness secured by this mortgage is fully paid and satisfied. In the event rents are collected by the Mortgagee, Mortgagee may charge a reasonable commission for the management of said property, and Mortgagee may procure liability and casualty insurance policies and charge the costs thereof to the Mortgagor(s).