TO HAVE AND TO HOLD all and singular trip Property unto Mortg each and the succession as a large MORTGAGOR covenants that Mortgagor is lawfully secred of the Proceedy of the single-above and in the Mortgagor's in question of the and is tawfully authorized to self, convey or enfumber the same, and trust make property in their and construct a conduction on encountries and its expressly provided herein. Mortgagor further covenants to warrant and forever defend a fluctus puts, the Price erty in to Mortgagor and the successors or assigns of Mortgagee from and against Mortgagor and at persons with more secretarily. Claiming the successors of assigns of Mortgagee from and against Mortgagor and at persons with more secretarily.

PROVIDED ALWAYS, nevertheless, and it is the true intent and meaning of Mortgagor and Mortgagoe, that it Mortgagor pays of any part thereof causes to be paid to Mortgagee the debt secured hereby, the estate hereby granted small chase, determine and neutrell, her and void otherwise said estate shall remain in full force and effect

IT IS AGREED that Mortgagor shall be entitled to hold and enjoy the Property until a Default as herein defined has occurred

- MORTGAGOR further covenants and agrees with Mortgagee as follows 1. Assignment of Rents and Profits. As further security for all sums secured by this Mortgage. Mortgagor assigns to Mortgagee all rents and profits arising from the Property, provided, however, that so long as no Default as herematter defined has occurred. Mortgagor shall be entitled to collect and retain all such rents and profits as the sole property of Mortgagor without accounting
- to Mortgagee therefor. . Maintenance. Mortgagor will maintain the Property in good condition and repair and will neither permit nor allow waste thereof. Mortgagor will promptly repair or restore any portion of the Property which is damaged or destroyed by any cause whatsoever and will promptly pay when due all costs and expenses of such repair or restoration. Mortgagor will not remove or demolish any improvement or fixture which is now or hereafter part of the Property and will cut no timber on the Property without the express written consent of Mortgagee Mortgagee shall be entitled to specific performance of the provisions of this paragraph
- 3. Insurance. Mortgagor will keep all improvements and fixtures which are now or herealter part of the Property insured by such company or companies as Mortgagee may reasonably approve for the full insurable value thereof against all risks including, if coverage is available, flood and earthquake. Such insurance will be payable to Mortgagee as the interest of Mortgagee may appear pursuant to the New York standard form of mortgagee clause or such other form of mortgagee clause as may be required by the pursuant to the New York standard form of mortgagee clause or such other form of mortgagee clause as may be required by the Mortgagee and will not be cancelable by either the insurer or the insured without at least ten (10) days prior written notice to Mortgagee Mortgagee and will not be cancelable by either the insurer or the insured without at least ten (10) days prior written notice to Mortgagee the right to collect and receive any indemnity payment otherwise owed to Mortgagee upon any policy of insurance insuring any portion of the Property, regardless of whether Mortgagee is named in such policy as a person entitled to collect upon the same. Any indemnity payment received by Mortgagee from any such policy of insurance may, at the option of Mortgagee, (i) be applied by Mortgagee to payment of any sum secured by this Mortgage in such order as Mortgagee may determine or (ii) he released to Mortgagee to the replacement, repair or restoration of the portion of any combination of destroyed or (iii) he released to Mortgagee to conditions as Mortgagee may determine or (iv) be used for any combination of destroyed or (iii) be released to Mortgagor 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 Mortgagor shall be deemed a payment against any sums secured by this Mortgage. Mortgagor will keep the Property continuously insured as herein required and will deliver to Mortgagee the original of each policy of insurance required hereby. Mortgagor 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 definquent. Upon the expiration or termination of any such policy of insurance. Mortgagor will furnish to Mortgagee at least ten (10) days prior to such expiration or termination of any such policy of insurance. Mortgagor will furnish to Mortgagee at least ten (10) days prior to such expiration or termination the opinion of a receivable of each such contract the contract of a receivable of each such contract of the contract of t termination the original of a renewal or replacement policy of insurance meeting the requirements hereof. If Mortgagor fails to insure the Property as herein required. Mortgagee may after giving (10) days written notice to Mortgagor so insure the Property in the name of Mortgagor or in the name of Mortgagee or both, and the premiums for any such insurance obtained by Mortgagee shall be the obligation of Mortgagor. Upon foreclosure of this Mortgage, all right, life and interest of Mortgagor 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 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 Mortgagor hereby appoints Mortgagee as the attorney in fact of Mortgagor to assign all right, bite and interest of Mortgagor in and to any such policy of insurance to such purchaser. This appointment is coupled with an interest and shall be interested in the coupled with an interest and shall be interested in the coupled with an interest and shall be interested in the coupled with an interest and shall be interested in the coupled with an interest and shall be interested in the coupled with an interest and shall be interested in the coupled with an interest and shall be interested in the coupled with an interest and shall be interested in the coupled with an interest and shall be interested in the coupled with an interest and shall be interested in the coupled with an interest and shall be interested in the coupled with an interest and shall be interested in the coupled with an interest and shall be interested in the couple of the couple o bo irrevocable.
- 4. Taxes and Assessments. Mortgagor will pay all taxes, assessments and other charges which constitute or are secured by a ken upon the Property which is supenor to the ken 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 Mortgagor shall be entitled by appropriate proceedings to contest the amount or validity of such tax, assessment or charge so long as the collection of the same by foreclosure of the ten upon the Property is stayed during the pendency of such proceedings and Mortgagor deposits 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 Mortgagor fails to make payment for restoration or repair of the Property, for insurance premiums or for laxes, 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 Mongage. Mongagor shall pay to Mongagoe in cash on demand an amount equal to any payment made by Mongagoe 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 o. Condemnation. Microgages shall be entitled to be made a party to and to participate in any proceeding, whether formation informat, for condemnation or acquisition pursuant to power or eminent domain of any portion of the Property. Mortgager hereby assigns to Mortgagee the right to collect and receive any payment or award to which Mortgager would otherwise be entitled by reason of condemnation or acquisition pursuant to power of eminent domain of any portion of the Property. Any such payment or award received by Mortgagee may, at the option of Mortgagee. (i) be applied by Mortgagee to payment of any sums secured by this Mortgage in such order as Mortgagee may determine or (ii) be applied in a manner determined by Mortgagee to the replacement of the portion of the Property or link he released to Mortgager upon such the Property or link he released to Mortgager. the Property taken and to the repair or restoration of the remaining portion of the Property or (iii) be released to Mortgagor upon such conditions as Mortgagee may determine or (iv) be used for any combination of the foregoing purposes. No portion of an indemnity payment which is applied to replacement, repair or restoration of any portion of the Property or which is released to Mortgagor shall be deemed a payment against any sums secured by this Mortgage.
- 7. Transfer. At the option of the Mortgagee, the indebtedness secured by this Mortgage shall become due and payable if. without the written consent of the Mortgagee, the Mortgagor shall convey away the mortgaged premises, or if the title shall become vested in any other person in any manner whatsoever other than by death of the Mortgagor. Ris understood and agreed that in consideration for the consent of the Morigagee to any transfer of tide to the morigaged premises, the Morigagee at its option may charge a loan transfer fee and or require changes in the rate of interest, term of loan, monthly payments of principal and interest and other terms and conditions of this Mortgage and/or the Note secured hereby.
 - 8. Default. The occurrence of any of the following events shall be deemed a Default under this Mortgage:
 - (a) failure of Mortgagor to pay any installment of principal or interest upon the Note or Notes hereby secured when due;
 - (b) failure of Mortgagor to pay any other sum secured by this Mortgage when due;
 - (c) failure of Mortgagor to observe or perform any covenant or agreement set forth in this Mortgage or in any loan agreement entered into between the Mortgagor and Mortgagee with respect to the indebtedness hereby secured within ten (10) days following the giving of notice by Mortgagee to Mortgagor to observe or perform the same; or
 - (d) adjudication of Mortgagor as bankrupt, written admission by Mortgagor of an inability to pay the debts of Mortgagor as they mature, assignment of the assets of Mortgagor for the benefit of creditors, request or petition by Mortgagor for the appointment of a receiver, trustee or conservator of the assets of Mortgagor or for reorganization or liquidation of Mortgagor. or acquiescence by Mortgagor to any such request or petition made by another person.
- Remedies. Upon the occurrence of a Default as hereinabove defined. Mortgagee may, without notice to Mortgagor, declare all sums secured by this Mortgage immediately due and payable and may commence proceedings to collect such sums, foreclose this Mortgage and sett the Property. At the foreclosure Mortgagee shall be entitled to bid and to purchase the Property and shall be entitled to apply the debt secured hereby, or any portion thereof, in payment for the Property. The remedies provided to Mortgagee in this paragraph shall be in addition to and not in lieu of any other rights and remedies provided in this Mortgage or by law, all of which rights and remedies may be exercised by Mortgagee simultaneously or consecutively in any order without being deemed to have waived any and remedies may be exercised by Mortgagee simultaneously or consecutively in any order without being deemed to have waived any
- nght or remedy previously or not yet exercised 10. Appointment of Receiver. Upon the occurrence of a Default as hereinabove defined Mortgagee shall be entitled to the appointment of a receiver to enter upon and take and maintain full control of the Property in order to perform all acts necessary and appropriate for the operation and maintenance thereof including, but not amited to, the execution, cancellation or modification of leases, the making of repairs to the Property and the execution or termination of contracts providing for the management or maintenance of the Property, all on such terms as are deemed best to protect the security of this Mortgage. The receiver shall be enblied to receive a reasonable fee for so managing the Property. All rents collected pursuant to this paragraph shall be applied first to the costs of taking control of and managing the Property and collecting the rents, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, costs of repairs to the Property, premiums in insurance policies, taxes, assessments and other charges on the Property, and the costs of discharging any obligation or kability of Mortgagor as lessor or landford of the Property and