

AND the mortgagor covenants with the mortgagee as follows:

1. That the mortgagor will pay the said sum of money mentioned in the note and the interest thereon, at the time and in the manner mentioned in the note.

2. That the mortgagor will keep the buildings on the premises and the equipment insured for the benefit of the mortgagee against loss or damage by fire, lightning, windstorm, hail, explosion, riot, riot attending a strike, civil commotion, aircraft, vehicles and smoke and (as, when and to the extent insurance against war risks is obtainable from the United States of America or an agency thereof) against war risks, all in amounts approved by the mortgagee not exceeding 100% of full insurable value, and when and to the extent required by the mortgagee, against any other risk insured against by persons operating like properties in the locality of the premises; that all insurance herein provided for shall be in form and companies approved by the mortgagee; that, regardless of the types or amounts of insurance required and approved by the mortgagee, the mortgagor will assign and deliver to the mortgagee all policies of insurance which insure against any loss or damage to the premises, as collateral and further security for the payment of the money secured by this mortgage, with loss payable to the mortgagee pursuant to the New York Standard or other mortgagee clause, without contribution, satisfactory to the mortgagee; that if the mortgagor defaults in so insuring the premises or in so assigning and delivering the policies, mortgagee may, at its option, effect such insurance from year to year and pay the premiums therefor, and the mortgagor will reimburse the mortgagee for any premium so paid, with interest from the time of payment, on demand; and the same shall be secured by this mortgage; that if the mortgagee by reason of such insurance received any money for loss or damage, such amount may, at the option of the mortgagee, subject to the rights of the holder of any prior mortgage, be retained and applied by the mortgagee toward payment of the monies secured by this mortgage, or be paid wholly or in part to the mortgagor for the repair of said buildings or for the erection of new buildings in their place, or for any other purpose or object satisfactory to the mortgagee.

3. That no building or other property now or hereafter covered by the lien of this mortgage shall be removed, demolished or materially altered, without the prior written consent of the mortgagee, except that the mortgagor shall have the right, without such consent, to remove and dispose of, free from the lien of this mortgage, such equipment as from time to time may become worn out or obsolete, provided that either (a) simultaneously with or prior to such removal any such equipment shall be replaced with other equipment of a value at least equal to that of the replaced equipment and free from any title retention or security agreement or other encumbrance, and by such removal and replacement the mortgagor shall be deemed to have subjected such equipment to the lien of this mortgage, or (b) any net cash proceeds received from such disposition shall be paid over promptly to the mortgagee to be applied to the last installments due on the indebtedness secured, without any charge for prepayment, after first satisfying the rights, if any, of the holder of a prior mortgage to participate in said cash proceeds.

4. That the whole of the principal sum and the interest shall become due at the option of the mortgagee: (a) after default in the payment of any installment of principal and/or of interest for 15 days; or (b) after default in the payment of any tax, water rate or assessment for 10 days after notice and demand; or (c) after default after notice and demand either in assigning and delivering the policies of insurance herein described or referred to or in reimbursing the mortgagee for premiums paid on such insurance, as herein provided; or (d) after default upon request in furnishing a statement of the amount due on this mortgage and whether any offsets or defenses exist against the mortgage debt, as hereinafter provided; or (e) after default