

The Mortgagor further covenants and agrees as follows:

- (1) That this mortgage shall secure the mortgagee for such further sums as may be advanced hereafter at the option of the mortgagee for payment of taxes, insurance premiums, public assessments, repairs, first mortgage payments or other purposes pursuant to the covenants herein, and also any further loans advanced, readvanced or credits that may be made hereafter to the mortgagor by the mortgagee and that all sums so advanced shall bear interest at the same rate as the mortgage debt and shall be payable on demand by the mortgagee unless otherwise provided in writing. The mortgagee shall have the option to declare the entire balance of the indebtedness due and payable upon non-payment of any of the above named and shall have further right to institute legal proceedings therefor.
- (2) That the mortgagor shall promptly pay the principal and interest on the indebtedness evidenced by the said note, at the terms and manner therein provided and that a penalty in the amount of 5% shall be incurred upon any payment that is twenty (20) days delinquent.
- (3) That the mortgagor shall not solicit or make any advancement in favor of any other mortgage, liens or encumbrances that are against the above described property. That if the mortgagor shall make any payments in advance of the date they are due he shall make such payments to the Holder of this mortgage.
- (4) That it will keep the improvements now existing or hereafter erected on the mortgaged property insured as may be required from time to time by the Mortgagee against loss by fire and any other hazards specified by Mortgagee, in an amount not less than the mortgage debt, or in such amounts as may be required by the Mortgagee, and in companies acceptable to it, and that all such policies and renewals thereof shall be held by the Mortgagee, and have attached thereto loss payable clauses in favor of, and in form acceptable to the Mortgagee, and that it will pay all premiums therefor when due; and that it does hereby assign to the Mortgagee the proceeds of any policy insuring the mortgaged premises and does hereby authorize each insurance company concerned to make payment for a loss directly to the Mortgagee, to the extent of the balance owing on the Mortgage debt, whether due or not.
- (5) That it will keep all improvements now existing or hereafter erected in good repair, and, in the case of a construction loan, that it will continue construction until completion without interruption, and should it fail to do so, the Mortgagee may, at its option, enter upon said premises, make whatever repairs are necessary, including the completion of any construction work underway, and charge the expenses for such repairs or the completion of such construction to the mortgage debt.
- (6) That it will pay, when due, all taxes, public assessments, and other governmental or municipal charges, fines or other impositions against the mortgaged premises. That it will comply with all governmental and municipal laws and regulations affecting the mortgaged premises.
- (7) That it hereby assigns all rents, issues and profits of the mortgaged premises from and after any default hereunder, and agrees that, should legal proceedings be instituted pursuant to this instrument, any judge having jurisdiction may, at Chambers or otherwise, appoint a receiver of the mortgaged premises, with full authority to take possession of the mortgaged premises and collect the rents, issues and profits, including a reasonable rental to be fixed by the Court in the event said premises are occupied by the mortgagor and after deducting all charges and expenses attending such proceeding and the execution of its trust as receiver, shall apply the residue of the rents, issues and profits toward the payment of the debt secured hereby.
- (8) That if there is a default in any of the terms, conditions, or covenants of this mortgage, or of the note secured hereby, then, at the option of the Mortgagee, all sums then owing by the Mortgagor to the Mortgagee shall become immediately due and payable, and this mortgage may be foreclosed. Should any legal proceedings be instituted for the foreclosure of this mortgage, or should the Mortgagee become a party of any suit involving this Mortgage or the title to the premises described herein, or should the debt secured hereby or any part thereof be placed in the hands of any attorney at law for collection by suit or otherwise, all costs and expenses incurred by the Mortgagee, and a reasonable attorney's fee, shall thereupon become due and payable, immediately or on demand, at the option of the Mortgagee, as a part of the debt secured hereby, and may be recovered and collected hereunder.
- (9) That the Mortgagor shall hold and enjoy the premises above conveyed until there is a default under this mortgage or in the note secured hereby. It is the true meaning of this instrument that if the Mortgagor shall fully perform all the terms, conditions, and covenants of the mortgage, and of the note secured hereby, that then this mortgage shall be utterly null and void; otherwise to remain in full force and virtue.
- (10) That the covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns, of the parties hereto. Whenever used, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

WITNESS the Mortgagor's hand and seal this
SIGNED, sealed and delivered in the presence of:

day of May 19 71.

CIRCLE DRIVE-IN THEATRE, INC.

BY: Richard E. Schuder (SEAL)
President

① Carl Holdford
③ Carol A. Johnson

(SEAL)