

*and in addition shall keep in full force and effect policies of insurance.

the principal debt and interest is secured, and shall bear interest at the rate of $9\frac{5}{8}$ per cent per annum from the date of the expenditure thereof and shall, together with the interest thereon, except that all advances made by the Mortgagee hereunder for the payment of taxes, public assessments, insurance premiums and repairs shall bear interest at the legal rate only, be repaid by the mortgagor before the expiration of a period of thirty (30) days thereafter. But there is no obligation upon the mortgagee to make such payments or take such steps, nor shall any act of the mortgagee or any failure to act under the powers granted by this paragraph, nor any lapse of time be construed as the waiver of any breach of the covenants and agreements contained herein.

10. Mortgagor shall keep the buildings and other improvements constantly insured against loss by fire with extended coverage in the sum of \$ 1,125,000.00 so as to avoid any claim on the part of the insurers for co-insurance ~~insuring~~ ^{See above.} against such other hazards, casualties, and contingencies as mortgagee may require, all insurance required by mortgagee to be on such forms, for such periods, with such companies, and in such amounts as mortgagee may require with loss payable to the mortgagee under a standard mortgagee clause acceptable to mortgagee, and to deliver the policy, or policies, to the mortgagee, as additional security, and where renewal policies are necessary in the performance of this covenant to deliver them at least ten days before the expiration of the existing insurance; any and all insurance in the possession of mortgagee may be changed to other companies, rearranged as to coverage, terms or amount and may be increased or decreased by the mortgagee, and for that purpose the said mortgagee is authorized to surrender existing policies for cancellation and take out any insurance at any time desired, provided that the necessary premium adjustments in all cases shall be charged against or credited to the debt secured hereby, as the case may be; and in the event of failure or refusal of the mortgagor to agree with the insurance companies involved as to the amount and terms of any loss within sixty (60) days of the happening of such loss, then the said mortgagee may negotiate with and settle said loss with such insurance companies and neither the said mortgagee nor the insurance companies involved shall, upon such settlement being made, be liable in any manner to the mortgagor; the said mortgagee shall have the right to apply any funds received from insurance policies required by mortgagee herein to the payment of the indebtedness or other items hereby secured, or at their option may allow the same to be used in restoring the property conveyed provided the said mortgagee, if restoration of the premises is agreed upon, may retain said funds without interest until said premises be so restored in a manner satisfactory to mortgagee.

11. That in case of any litigation between the parties to the Mortgage, the said mortgagor, if a corporation, shall not deny its corporate character nor require any proof of such corporate character nor shall mortgagor seek to use as a defense or otherwise any of the corporate representations in the note.

12. That in case the said debt, or any part thereof, is established by or under an action for foreclosure or of debt on the Note or in case of collections by an attorney, that the said mortgagee in addition to the said debt, or so much thereof as is unpaid, shall also recover of the said mortgagor a reasonable fee to the Attorney of the said mortgagee for his services in said action, not to exceed ten per cent of the amount unpaid and decreed to be payable - such fee to be incorporated in the judgment in said action and to be secured thereby.

13. That the mortgagor does hereby assign and set over unto the mortgagee all rents from the above mortgaged property hereafter accruing as additional security for the indebtedness and other items herein secured and for the purpose of keeping said mortgaged property in proper repair and the mortgagee is given a prior and continuing lien thereon. The mortgagor does appoint the mortgagee his attorney to collect said rents with or without suit and apply the same, less expenses of collection, including agent's commission of 5 per cent on all rental collected, to the said indebtedness, other secured items and repairs, in such manner as the mortgagee may elect; provided, however, that until there be a default under the terms of this deed, the mortgagor may continue to collect and enjoy said rents with such accountability as may be required by the mortgagee. The curing of any default, however, shall not entitle the mortgagor to again collect said rents unless consented to in writing by the