

the amounts disbursed from time to time are represented by completed and in place work and that said work is free and clear of mechanics' lien claims. No payment made prior to the final completion of the work shall exceed ninety percent (90%) of the value of the work performed from time to time, and at all times the undisbursed balance of such proceeds remaining in the hands of the Mortgagee shall be at least sufficient to pay for the cost of completion of the work free and clear of liens. If the cost of rebuilding, repairing or restoring the buildings and improvements can reasonably exceed the sum of \$50,000, then the Mortgagee shall approve plans and specifications of such work before the work shall be commenced. Any surplus which may remain out of said insurance proceeds after payment of costs of building or restoration shall be paid to Lessee if required by the terms of the Lease, and the remainder shall, at the option of the Mortgagee, be applied either on account of the indebtedness secured hereby then most remotely to be paid or be paid to any person entitled thereto. Mortgagee shall not be obligated under the provisions of this paragraph to see to the proper application of insurance proceeds nor shall any monies collected hereunder be deemed a payment on any indebtedness herein secured. In no event will Mortgagee be liable for payment of interest on proceeds of insurance held by it under the provisions of this paragraph.

They, Mortgagors, will also provide Mortgagee evidence of Comprehensive Public Liability Insurance coverage in insurance companies satisfactory to Mortgagee and in an amount not less than \$100,000 for injury or death to one person, \$300,000 for any one occurrence and \$100,000 for property damage. Certificates of such coverage shall be furnished Mortgagee not less than ten (10) days prior to the expiration date of any such policy.

(2) They, Mortgagors, will pay, before cost, interest or penalty attaches thereto, all taxes, assessments, charges or impositions upon the said mortgaged premises and will deliver official receipts therefor to Mortgagee within thirty (30) days after their respective due dates. In default thereof, Mortgagee may pay the same, and such payment together with interest at the annual rate of 10% shall become part of the debt secured by this mortgage, whereupon the entire debt secured by this mortgage, shall become immediately due and payable, if Mortgagee shall so elect.

(3) They, Mortgagors, will take reasonable care of the premises and the buildings and improvements situated thereon, and will maintain the same in as good repair and condition as at the original date of this mortgage, ordinary depreciation excepted. They, Mortgagors, will not commit waste or suffer waste to be committed thereon nor will they alter the design or structural character of any building now or hereafter erected upon the premises without the prior written consent of the Mortgagee. In the event they, Mortgagors, shall at any time fail to keep the mortgaged premises and the buildings thereon in good condition and repair, Mortgagee may cause the same to be repaired and reimburse itself immediately for the costs thereof with interest at the annual rate of 10% and same shall become a part of the debt secured by this mortgage. Upon any such failure, Mortgagee, at its election, may declare the debt due and payable and institute foreclosure proceedings. They, Mortgagors, will promptly comply with all present and future laws, ordinances, rules and regulations of any governmental authority affecting the premises described herein.

(4) They, Mortgagors, will not sell, convey or further encumber the mortgaged premises, or any part thereof, without the prior written consent of Mortgagee.

(5) In case of default in the payment of any part of the principal indebtedness or of any part of the interest or premium at the time the same becomes due, or in the case of failure to keep insured for the benefit of Mortgagee the buildings and improvements on the premises against fire and tornado risk and other casualties and contingencies as herein provided, or in case of failure to pay any taxes or assessments to become due on the property within the time required herein or by law, or in case of failure to keep the premises in good condition and repair, or in case of default in the performance of any of the covenants or agreements herein contained, or if the mortgaged premises is abandoned, or if any representation