

ble for such insurance or the collection of any insurance monies, or for the insolvency of any insurer or insurance underwriter. Any and all unexpired insurance shall inure to the benefit of and pass to the purchaser at any foreclosure sale held hereunder.

(b) All insurance proceeds which the Mortgagor shall become entitled to receive shall be paid, and are hereby assigned, to Mortgagee and Mortgagee shall have the option, in its sole discretion, of (i) applying all or any part of such insurance proceeds to any indebtedness secured hereby, without any prepayment premium or fee, in such order as Mortgagee may determine or to the costs of restoring, replacing, or repairing the improvements to land described in Exhibit "A" hereof, or (ii) releasing all or any part of such insurance proceeds to the Mortgagor. Such application and/or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice, nor shall any application of such proceeds to the costs of restoration, replacement, or repair of the land described in Exhibit "A" hereof or any release of such proceeds to Mortgagor be deemed a payment on any indebtedness secured hereby. Mortgagor hereby irrevocably appoints Mortgagee its attorney-in-fact to assign each insurance policy maintained pursuant to this paragraph 2 to the purchaser at any foreclosure sale held or occurring hereunder;

3. To cause to be made, executed, acknowledged, and delivered forthwith upon the reasonable request of Mortgagee and at the cost of Haywood any and every deed or assurance in law and each and every other instrument or document which said Mortgagee shall require for the more certain, effectual, and satisfactory granting and confirming of the Premises for the uses and purposes herein expressed. To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or

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