

TO HAVE AND TO HOLD the Premises, Mortgaged Property and other property, privileges, rights, interests and franchises hereby granted or mortgaged, or intended so to be, unto the Mortgagee, its successors and assigns forever;

PROVIDED, HOWEVER, and these presents are upon the condition, that if the Mortgagor shall pay or cause to be paid the principal of and premium, if any, and interest on the Note at the times and in the manner therein and herein provided, and shall keep, perform and observe all and singular the covenants, agreements and provisions in the Note and in this Mortgage expressed to be kept, performed and observed by or on the part of the Mortgagor, then this Mortgage and the estate and rights hereby granted shall cease, determine and be void but otherwise shall be and remain in full force and effect.

AND the Mortgagor covenants with the Mortgagee as follows:

1. That the Mortgagor will pay the indebtedness as hereinbefore provided and if default shall be made in the payment of the said indebtedness or in the interest which shall accrue thereon, or of any part of either, the Mortgagee shall have power to sell the Premises, the Mortgaged Property and other property covered hereby according to law.

2. (a) That the Mortgagor will keep the buildings on the premises and the Mortgaged Property insured for the benefit of the Mortgagee (i) against loss by fire, (ii) by means of an extended coverage endorsement, against loss or damage by wind-storm, hail, explosion, riot, riot attending a strike, civil commotion, aircraft, vehicle and smoke, (iii) against war risks as, when and to the extent such insurance is obtainable from the United States of America or an agency thereof, (iv) against loss of rentals due to any of the foregoing causes, (v) against loss by flood if the Premises are located in an area identified by the U.S. Army Corps of Engineers as an area having special flood hazards and in which flood insurance has been made available under the National Flood Insurance Act of 1968, as amended, and (vi) 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 the Mortgagor will assign and deliver to the Mortgagee the policies of such insurance and the proceeds thereof; that the Mortgagor will reimburse the Mortgagee for any premiums paid for insurance made by the Mortgagee on the Mortgagor's default in taking out such insurance, or in so assigning and delivering the policies, together with interest thereon at the rate per annum specified in Article 4 hereof;

(b) that such insurance shall be provided by policies written in terms and amounts, and by companies, satisfactory to the Mortgagee, and losses thereunder shall be payable to the Mortgagee pursuant to a New York standard mortgagee endorsement or, if such endorsement shall not be permitted in the State of Texas, by a substantially equivalent endorsement;

(c) that regardless of the types or amounts of insurance required and approved by the Mortgagee, Mortgagor will assign and deliver to the Mortgagee all policies of insurance acquired by the Mortgagor to insure against any loss or damage to the Premises, as additional security for the indebtedness;

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