

appellate court of competent jurisdiction of a decision that the undertaking by Mortgagor to pay such taxes is legally inoperative, then the indebtedness hereby secured without deduction shall, at the option of Mortgagee, become immediately due and payable, notwithstanding anything contained in this mortgage or any law heretofore or hereafter enacted; and Mortgagor shall not suffer or permit any such taxes or assessments on the premises, or which may be or become a lien on the said premises, to become or remain delinquent or permit any part thereof or any interest therein to be sold for any taxes or assessments; and further, Mortgagor shall furnish annually to Mortgagee, prior to the date when they would become delinquent, certificates or receipts of the proper officer showing full payment of all such taxes and assessments; provided, however, that Mortgagor may in good faith at its own expense contest any such tax or assessment in a manner provided by law, provided that such proceeding operates to prevent the enforcement of a lien or forfeiture of the premises or any part thereof.

6. That it shall pay all debts, claims, or other charges that may become liens against the premises or any part thereof for repairs or improvements that may have been, or may hereafter be, made on the premises and shall not permit any lien or encumbrance of any kind (except as may be consented to by Mortgagee) which might become superior to the title of Mortgagee to accrue or remain on the premises or any part thereof.

7. That it shall provide, maintain and deliver to Mortgagee policies of fire insurance and such other insurance as Mortgagee may from time to time require including, without limitation, lightning, windstorm, hail, explosion, riot, civil commotion, strike, aircraft, vehicles, similar damage and malicious mischief and other coverage provided by the Standard Extended Coverage Insurance; as well as public liability insurance (Comprehensive Automobile and General) in companies, form and amounts satisfactory to Mortgagee, upon the buildings and improvements now or hereafter situate on the premises, and shall assign and deliver to Mortgagee with satisfactory mortgagee clauses all insurance policies of any kind or in any amount now or hereafter issued upon the premises. Mortgagor shall give immediate notice in writing to Mortgagee of any loss or damage to the premises caused by any casualty. In the event of a default under this mortgage, full power is hereby conferred on Mortgagee to settle and compromise claims under all policies and to demand, receive and receipt for all monies becoming payable thereunder and to assign all policies to any holder of the indebtedness secured hereby or to the Mortgagee of the premises in the event of transfer of title to the premises in extinguishment of the indebtedness secured hereby. In the event of loss (an "Event of Loss" under any of the policies

0 4 7 3

4328 RV.2