

3. That it will keep any and all improvements erected on the property in good repair; and if the property is improved as may be decided by the mortgagor by any loans, that it will continue any construction until completion, and if it should fail to do so, the mortgagee at its option may enter the property and continue until completion any construction and charge the expenses to the debt.

4. That it will pay when due, all taxes, public assessments, and other governmental or municipal charges, fines or other impositions against the property; that it will comply with all laws and regulations effecting the property.

5. That it hereby assigns all rents, issues and profits of the mortgaged premises from and after any default under, and agrees that should legal proceedings be instituted pursuant to this instrument, any court having jurisdiction may appoint a receiver of the mortgage premises, with full authority to take possession and collect the rents, issues and profits, including a reasonable rental in the event the premises are occupied by the mortgagor and after deducting all charges and expenses tending such proceedings and the execution of this trust as receiver, shall apply the residue of the rents, issues and profits for the payment of the debt secured by this mortgage.

6. That if there be a default in any of the terms conditions or covenants of this mortgage or of the note secured hereby, then at the option of the mortgagee all sums owing by the mortgagor to the mortgagee shall become immediately due and payable and this mortgage may be foreclosed. Should any legal proceedings be instituted for the foreclosure of this mortgage, or should the mortgagee become a party of any suit involving his mortgage or the title to the premises or should the debt secured hereby or any part thereof be placed in the hands of any attorney for collection by suit or otherwise, all costs and expenses incurred by the mortgagee, and a reasonable attorneys fee shall there upon become due and payable immediately and on demand, at the option of the mortgagee, as a part of the debt secured hereby, and may be secured enforced and collected hereunder.

7. That the mortgagor, shall hold and enjoy the premises above conveyed until there is a default under this mortgage or in the note secured hereby, it is the true meaning of this instrument that if the mortgagor shall fully perform all the terms, conditions and covenants of the mortgage and of the note secured hereby, that then this mortgage shall be utterly null and void, otherwise to remain in full force and virtue.

8. That the covenants Herein contained shall bind, and the benefits and advantages shall inure to the respective heirs, executors, administrators, successor and assigns of the parties hereto.

WITNESS the Mortgagors hand and signature this date: December 13th, 1984

SIGNED, sealed and delivered
in the presence of:

James J. Donnell
Michael B. Gayer

Diane E. Zeager
Mortgagor

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